



RFP No. W912DW-05-R-0010

**US Army Corps
of Engineers®**

Seattle District

Seattle District Leadership Development Program, Seattle, Washington

Service Solicitation and Specifications

February 2005

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Proposals are due 2:00 p.m. local time 17 March, 2005.

Questions

All technical questions concerning solicitation shall be directed electronically to J. Alex Smith at: j.alex.smith@usace.army.mil Subject matter shall be identified by solicitation number W912DW-05-R-0010. Questions will be answered in a reasonable time.

Pre-Proposal Conference

A one time Pre-Proposal Conference is schedule for Tuesday March 1st, 2005, 10:00 a.m. The conference shall be at the Seattle District Offices, located in the Kaiser Room, on the second floor of Federal Center South. Report to the security desk and they will give you a visitor's pass. The purpose is to go over the solicitation procedures and to answer questions. Directions to Federal Center South.

From North: Take I-5 South to Columbia Street. Turn right on Columbia; follow down hill to Alaskan Way Viaduct entrance. Get on Viaduct southbound – this turns into East Marginal Way South. At 3rd traffic light (Diagonal Street) turn right. Immediately turn left and follow driveway to sign stop sign. Turn right into parking lot.

From South: Take Exit #162 – Corson/Michigan Street Exit. Turn right at the end of off ramp onto Michigan Street. Follow Michigan to East Marginal Way South (Taco Time on right corner). Turn right. At the 7th traffic light (Diagonal Street) turn left. Immediately turn left again and follow driveway to stop sign. Turn right into parking lot.

Conference Call: Any Offeror wishing to attend Pre-Proposal Conference by conference call can do so. Offeror must obtain a call in ID number 24 hours prior to the Pre-Proposal Conference. Offeror's can do this by email only to Alex at: j.alex.smith@usace.army.mil. Offeror is required to provide company name and list of all individuals that will be attending by conference call. Offeror will be given a call in number, ID, and a time to call in. Offeror is required to identify self and company when calling in. Offeror is required to identify self and company for court reporter for every question asked by said Offeror.

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!!! CAUTION TO OFFERORS !!!

1. **TELEPHONES:** Limited telephone service is provided in the lobby. Only two public telephones may be used by offerors for completing bids.

2. **BUSINESS HOURS:** For the Seattle District Corps of Engineers are from 7:30 A.M. to 4:00 P.M., Monday through Friday.

BEFORE SIGNING AND MAILING THIS OFFER, PLEASE TAKE NOTE OF THE FOLLOWING, AS FAILURE TO PERFORM ANY ONE OF THESE ACTIONS MAY CAUSE YOUR OFFER TO BE REJECTED

3. **AMENDMENTS:** Have you acknowledged receipt of ALL amendments? If in doubt as to the number of amendments issued, please contact the representative listed on the Information Page.

4. **AMENDED BID PAGES:** If any of the amendments furnished amended offer pages, the amended offer pages must be used in submitting your offer.

5. **BID GUARANTEE:** Sufficient bid guarantee in proper form must be furnished with your offer. (FOR JOBS

6. **MISTAKE IN OFFER:** Have you reviewed your offer price for possible errors in calculation or work left out?

7. **TELEGRAPHIC MODIFICATIONS:** The Seattle District does not have the capability of receiving commercial telegrams directly. Offerors who wish to modify their offer by telegram are urged to ensure that telegrams are submitted within enough time to arrive at the designated location. Any doubt as to time should be resolved in favor of EXTRA TIME. Transmission by Fax to this office is NOT ACCEPTABLE.

8. **OFFER ACCEPTANCE PERIOD:** The minimum offer acceptance period is specified in block 12 of SF33, Solicitation, Offer and Award. Please ensure that you allow at least the stated number of calendar days for the Government to accept your offer.

9. **RFP RESULTS:** A Request for Proposal is a negotiated procurement. As such, offer results are not available on the web. Participants will be notified via letter as to the status of their offer.

10. **HUBZONE CERTIFICATION:** Your attention is drawn to FAR Clause 52.219-1, SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) in Section K. A HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration **Reference:** <https://eweb1.sba.gov/hubzone/internet/>

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SOLICITATION, OFFER AND AWARD		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)		RATING		PAGE 1 OF 1 PAGES	
2. CONTRACT NO.		3. SOLICITATION NO. W912DW-05-R-0010		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED	
7. ISSUED BY USA Engineer District, Seattle ATTN: CENWS-CT PO Box 3755, Seattle, WA 98124-3755		CODE Tel: 206-764-6804 Fax: 206-764-6817		8. ADDRESS OFFER TO (If other than Item 7) See Item 7 or Handcarry to: Seattle District, USACE 4735 E. Marginal Way South Seattle, WA 98134		6. REQUISITION/PURCHASE NO. W68MD9-4281-2696	

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and 1 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located Contracting Division, 2nd Floor, Col C-5 until 2:00 PM local time 03/17/05
(Hour) (Date)

CAUTION - LATE Submissions, Modifications, and Withdrawals: Section L, Provision No. 52.214-7 or 52.215-10.
All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:		A. NAME J. Alex Smith	B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) (206)764-6804
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11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM		<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	
	D	PACKAGING AND MARKING		PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE		<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE		<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA		<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS					

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 90 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)		10. CALENDAR DAYS		20. CALENDAR DAYS		30. CALENDAR DAYS		CALENDAR DAYS	
		%		%		%		%	
14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)				
15B. TELEPHONE NO. (Include area code)		<input type="checkbox"/> 15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE			18. OFFER DATE		

AWARD (To be completed by Government)

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION SEE SECTION G	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 10 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) CODE				25. PAYMENT WILL BE MADE BY US Army Corps of Engineers Finance Center CEFC-AO-P 5722 Integrity Drive Millington, TN 38054-5004	
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)	
				28. AWARD DATE	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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IF THE CONTRACTOR IS A CORPORATION OR PARTNERSHIP, THE APPLICABLE PORTION OF THE FORM LISTED BELOW MUST BE COMPLETED. IN THE ALTERNATIVE, OTHER EVIDENCE MUST BE SUBMITTED TO SUBSTANTIATE THE AUTHORITY OF THE PERSON SIGNING THE CONTRACT. IF A CORPORATION, **THE SAME OFFICER SHALL NOT EXECUTE BOTH THE CONTRACT AND THE CERTIFICATE.**

CORPORATE CERTIFICATE

I, _____, certify that I am the _____
Secretary of the Corporation named as Contractor herein; that _____, who
signed this contract on behalf of the Contractor was then _____ of said
corporation; that said contract was duly signed for and on behalf of said corporation by authority of its
governing body and is within the scope of its corporate powers.

(Secretary) (CORPORATE SEAL)

AUTHORITY TO BIND PARTNERSHIP

This is to certify that the names, signatures and Social Security Numbers of all partners are listed below and that the person signing the contract has authority actually to bind the partnership pursuant to its partnership agreements. Each of the partners individually has full authority to enter into and execute contractual instruments on behalf of said partnership with the United States of America, except as follows: (state "none" or describe limitations, if any) _____

This authority shall remain in full force and effect until such time as the revocation of authority by any cause whatsoever has been furnished in writing to, and acknowledged by, the Contracting Officer.

(Names, Signatures and Social Security Numbers of all Partners)

NAME	SIGNATURE	SOCIAL SECURITY NO.
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

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SECTION B**SUPPLIES OR SERVICES AND PRICES/COSTS
BASE YEAR**

<u>Item No.</u>	<u>Description of Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
0001	Pre-Program Period: Provide a draft curriculum during the months preceding the program start-up on 1 June 2005 with revisions and development into a Final Approved Curriculum and other pre-start up activities, including review meeting(s) (4.1 and 4.2)	1	EA	\$_____	\$_____
0002	Provide non-personal professional services to design, develop and administer a part-time leadership management development program for 10 – 12 Seattle District Corps of Engineers employees. The Program Year shall start on 1 June 2005 with Pre-Program Activities preceding that date and continuing through 31 May 2006. All work shall be performed in strict compliance with the attached Statement of Work, listed in Section C and all other terms and conditions incorporated herein. All costs associated with this line item will be inclusive of the following activities outlined in the statement of work: NOTE: All cost listed under (a) through (0) are the cost breakdown of 0002 used for contracting purpose only.	12	MO	\$_____	\$_____
	(a) Administrative/overhead costs associated with the program development and administration of the part-time leadership management development program.		Cost	\$_____	
	(b) Administrative costs to provide updates to the Final Curriculum throughout the Program Year. (4.2)		Cost	\$_____	
	(c) Provide formal Graduate Level Leadership and Management classroom training as described in the		Cost	\$_____	

	SOW. (4.6)				
	(d) Assign, collect, read and comment on participant's Reflective Essays. (4.7)		Cost	\$_____	
	(e) Assign, collect, read and evaluate the monthly activity reports from the participants and prepare a similar report each month. (4.8)		Cost	\$_____	
	(f) Provide clear, candid, constructive feedback in confidential coaching sessions with each participant in the program. (4.9)		Cost	\$_____	
	(g) Provide a written mid-year evaluation to self-correct the curriculum for the second half of the program and collect similar evaluations from the participants and submit to the Government. (4.11)		Cost	\$_____	
	(h) Provide books and a forum for discussion among participants and guidance on the Leadership Readings prescribed from the Reading List. (4.12)		Cost	\$_____	
	(i) Plan, organize and attend seven (7) District Leadership Dialogue sessions with District, Division and Headquarters Senior Leaders in the Corps of Engineers and ensure participants spend time seeking connections with the work they do in Seattle District as a result of each meeting and report outcomes of these events in the monthly report. (4.13)	NTE 7	EA	\$_____	
	(j) Oversee the Mentoring Program for each participant and provide guidance. Provide one formal training session to the mentors and the participants. Collect evaluation forms and track participant and mentor relationships twice throughout the program year. Summarize in the monthly activity reports. (4.14)		Cost	\$_____	
	(k) Provide opportunities for participants to work on team projects and oversee development of the project proposals to the District		Cost	\$_____	

	Commander and the DET. Set the expectations of the projects as they relate to leadership competencies. Document the decision-making process for project selection. Demonstrate the relevance of the projects, track approvals of the projects, track progress and provide advice, guidance, feedback to the class, and provide opportunities to learn the skills required for effective leadership and team success. Report progress in the monthly activity reports. (4.15)				
	(l) Provide a written evaluation of the effectiveness of the program components. Distribute and collect evaluation forms from each of the participants by 31 May 2006. Provide recommendations for changes and improvements for future years of the program. (4.18)		Cost	\$_____	
	(m) Attend and report the program status at quarterly Steering Committee meetings. (4.19)		Cost	\$_____	
	(n) Provide advice, guidance, assessment tools and feedback to each participant to develop a Leadership Development Action Plan. Track accomplishment and development by each participant on a quarterly basis. Assess development and provide coaching to each individual. Responsible for one shareable aspect of the LDAP with the DET. (4.20)		Cost	\$_____	
	(o) Provide support to LDP attendance at District Leadership meetings. Facilitate discussions with participants to ensure lessons learned and key points or qualities are shared within the group. Provide an assessment of this task in the monthly activity report. (4.21)		Cost	\$_____	
0003	Provide a one-day orientation session to initiate the program with	1	EA	\$_____	\$_____

	participation by the Steering Committee as described in the SOW. (4.3)				
0004	Conduct an initial two-day, two-night retreat as described in the SOW. Provide the participants with private, individual accommodations and all meals. (4.4)	1	EA	\$_____	\$_____
0005	Accompany the participants on a three-day, two-night field trip which is scheduled and arranged by the participants. Ensure the outcomes described in the SOW. (4.5)	1	EA	\$_____	\$_____
0006	Provide a two-day, one-night retreat for reflecting on learning to date sharing feedback on the learning and personal and team development. (4.10)	1	EA	\$_____	\$_____
0007	Plan, organize and provide a graduation dinner and ceremony for up to 50 Corps of Engineers employees as described in the SOW. Provide certificates of completion that are suitable for framing for each of the participants. Be prepared to accept funds from non-Corps of Engineers attendees. Costs of gifts for each of the participants will not be reimbursed.	NTE 50	EA	\$_____	\$_____
0008	Travel Costs			\$_____	\$_____
	Total Base Items				\$_____
	OPTIONAL ITEM(S)				
0009	Close-out Retreat: Provide a final one-day retreat for additional reflection, introspection and planning for future personal development of the participants. Provide all meals.	1	EA	\$_____	\$_____
	Total Optional Items				\$_____
	Total Base and Options				\$_____

OPTION YEAR 1

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0010	Pre-Program Period: Provide a draft curriculum during the months preceding the program start-up on 1 June 2006 with revisions and development into a Final Approved Curriculum and other pre-start up activities, including review meeting(s) (4.1 and 4.2)	1	EA	\$_____	\$_____
0011	Provide non-personal professional services to design, develop and administer a part-time leadership management development program for 10 – 12 Seattle District Corps of Engineers employees. The Program Year shall start on 1 June 2006 with Pre-Program Activities preceding that date and continuing through 31 May 2007. All work shall be performed in strict compliance with the attached Statement of Work, listed in Section C, and all other terms and conditions incorporated herein. All costs associated with this line item will be inclusive of the following activities outlined in the statement of work: NOTE: all cost listed under (a) through (0) are the cost breakdown of 0011 used for contracting purpose only.	12	MO	\$_____	\$_____
	(a) Administrative/overhead costs associated with the program development and administration of the part-time leadership management development program.		Cost	\$_____	
	(b) Administrative costs to provide updates to the Final Curriculum throughout the Program Year. (4.2)		Cost	\$_____	
	(c) Provide formal Graduate Level Leadership and Management classroom training as described in the SOW. (4.6)		Cost	\$_____	

	(d) Assign, collect, read and comment on participant's Reflective Essays. (4.7)		Cost	\$_____	
	(e) Assign, collect, read and evaluate the monthly activity reports from the participants and prepare a similar report each month. (4.8)		Cost	\$_____	
	(f) Provide clear, candid, constructive feedback in confidential coaching sessions with each participant in the program. (4.9)		Cost	\$_____	
	(g) Provide a written mid-year evaluation to self-correct the curriculum for the second half of the program and collect similar evaluations from the participants and submit to the Government. (4.11)		Cost	\$_____	
	(h) Provide books and a forum for discussion among participants and guidance on the Leadership Readings prescribed from the Reading List. (4.12)		Cost	\$_____	
	(i) Plan, organize and attend seven (7) District Leadership Dialogue sessions with District, Division and Headquarters Senior Leaders in the Corps of Engineers and ensure participants spend time seeking connections with the work they do in Seattle District as a result of each meeting and report outcomes of these events in the monthly report. (4.13)	NTE 7	EA	\$_____	
	(j) Oversee the Mentoring Program for each participant and provide guidance. Provide one formal training session to the mentors and the participants. Collect evaluation forms and track participant and mentor relationships twice throughout the program year. Summarize in the monthly activity reports. (4.14)		Cost	\$_____	
	(k) Provide opportunities for participants to work on team projects and oversee development of the project proposals to the District Commander and the DET. Set the		Cost	\$_____	

	expectations of the projects as they relate to leadership competencies. Document the decision-making process for project selection. Demonstrate the relevance of the projects, track approvals of the projects, track progress and provide advice, guidance, feedback to the class, and provide opportunities to learn the skills required for effective leadership and team success. Report progress in the monthly activity reports. (4.15)				
	(l) Provide a written evaluation of the effectiveness of the program components. Distribute and collect evaluation forms from each of the participants by 31 May 2007. Provide recommendations for changes and improvements for future years of the program. (4.18)		Cost	\$_____	
	(m) Attend and report the program status at quarterly Steering Committee meetings. (4.19)		Cost	\$_____	
	(n) Provide advice, guidance, assessment tools and feedback to each participant to develop a Leadership Development Action Plan. Track accomplishment and development by each participant on a quarterly basis. Assess development and provide coaching to each individual. Responsible for one shareable aspect of the LDAP with the DET. (4.20)		Cost	\$_____	
	(o) Provide support to LDP attendance at District Leadership meetings. Facilitate discussions with participants to ensure lessons learned and key points or qualities are shared within the group. Provide an assessment of this task in the monthly activity report. (4.21)		Cost	\$_____	
0012	Provide a one-day orientation session to initiate the program with participation by the Steering	1	EA	\$_____	\$_____

	Committee as described in the SOW. (4.3)				
0013	Conduct an initial two-day, two-night retreat as described in the SOW. Provide the participants with private, individual accommodations and all meals. (4.4)	1	EA	\$_____	\$_____
0014	Accompany the participants on a three-day, two-night field trip which is scheduled and arranged by the participants. Ensure the outcomes described in the SOW. (4.5)	1	EA	\$_____	\$_____
0015	Provide a two-day, one-night retreat for reflecting on learning to date sharing feedback on the learning and personal and team development. (4.10)	1	EA	\$_____	\$_____
0016	Plan, organize and provide a graduation dinner and ceremony for up to 50 Corps of Engineers employees as described in the SOW. Provide certificates of completion that are suitable for framing for each of the participants. Be prepared to accept funds from non-Corps of Engineers attendees. Costs of gifts for each of the participants will not be reimbursed.	NTE 50	EA	\$_____	\$_____
0017	Travel Costs			\$_____	\$_____
	Total Base Items				\$_____
	OPTIONAL ITEM(S)				
0018	Close-out Retreat: Provide a final one-day retreat for additional reflection, introspection and planning for future personal development of the participants. Provide all meals.	1	EA	\$_____	\$_____
	Total Optional Items				\$_____
	Total Base and Options				\$_____

OPTION YEAR 2

Item No.	Description of Item	Quantity	Unit	Unit Price	Amount
0019	Pre-Program Period: Provide a draft curriculum during the months preceding the program start-up on 1 June 2007 with revisions and development into a Final Approved Curriculum and other pre-start up activities, including review meeting(s) (4.1 and 4.2)	1	EA	\$_____	\$_____
0020	Provide non-personal professional services to design, develop and administer a part-time leadership management development program for 10 – 12 Seattle District Corps of Engineers employees. The Program Year shall start on 1 June 2007 with Pre-Program Activities preceding that date and continuing through 31 May 2008. All work shall be performed in strict compliance with the attached Statement of Work, listed in Section C and all other terms and conditions incorporated herein. All costs associated with this line item will be inclusive of the following activities outlined in the statement of work: NOTE: all cost listed under (a) through (d) are the cost breakdown of 0020 used for contracting purpose only.	12	MO	\$_____	\$_____
	(a) Administrative/overhead costs associated with the program development and administration of the part-time leadership management development program.		Cost	\$_____	
	(b) Administrative costs to provide updates to the Final Curriculum throughout the Program Year. (4.2)		Cost	\$_____	
	(c) Provide formal Graduate Level Leadership and Management classroom training as described in the SOW. (4.6)		Cost	\$_____	
	(d) Assign, collect, read and comment		Cost	\$_____	

	on participant's Reflective Essays. (4.7)				
	(e) Assign, collect, read and evaluate the monthly activity reports from the participants and prepare a similar report each month. (4.8)		Cost	\$_____	
	(f) Provide clear, candid, constructive feedback in confidential coaching sessions with each participant in the program. (4.9)		Cost	\$_____	
	(g) Provide a written mid-year evaluation to self-correct the curriculum for the second half of the program and collect similar evaluations from the participants and submit to the Government. (4.11)		Cost	\$_____	
	(h) Provide books and a forum for discussion among participants and guidance on the Leadership Readings prescribed from the Reading List. (4.12)		Cost	\$_____	
	(i) Plan, organize and attend seven (7) District Leadership Dialogue sessions with District, Division and Headquarters Senior Leaders in the Corps of Engineers and ensure participants spend time seeking connections with the work they do in Seattle District as a result of each meeting and report outcomes of these events in the monthly report. (4.13)	NTE 7	EA	\$_____	
	(j) Oversee the Mentoring Program for each participant and provide guidance. Provide one formal training session to the mentors and the participants. Collect evaluation forms and track participant and mentor relationships twice throughout the program year. Summarize in the monthly activity reports. (4.14)		Cost	\$_____	
	(k) Provide opportunities for participants to work on team projects and oversee development of the project proposals to the District Commander and the DET. Set the expectations of the projects as they		Cost	\$_____	

	relate to leadership competencies. Document the decision-making process for project selection. Demonstrate the relevance of the projects, track approvals of the projects, track progress and provide advice, guidance, feedback to the class, and provide opportunities to learn the skills required for effective leadership and team success. Report progress in the monthly activity reports. (4.15)				
	(l) Provide a written evaluation of the effectiveness of the program components. Distribute and collect evaluation forms from each of the participants by 31 May 2008. Provide recommendations for changes and improvements for future years of the program. (4.18)		Cost	\$_____	
	(m) Attend and report the program status at quarterly Steering Committee meetings. (4.19)		Cost	\$_____	
	(n) Provide advice, guidance, assessment tools and feedback to each participant to develop a Leadership Development Action Plan. Track accomplishment and development by each participant on a quarterly basis. Assess development and provide coaching to each individual. Responsible for one shareable aspect of the LDAP with the DET. (4.20)		Cost	\$_____	
	(o) Provide support to LDP attendance at District Leadership meetings. Facilitate discussions with participants to ensure lessons learned and key points or qualities are shared within the group. Provide an assessment of this task in the monthly activity report. (4.21)		Cost	\$_____	
0021	Provide a one-day orientation session to initiate the program with participation by the Steering Committee as described in the SOW.	1	EA	\$_____	\$_____

	(4.3)				
0022	Conduct an initial two-day, two-night retreat as described in the SOW. Provide the participants with private, individual accommodations and all meals. (4.4)	1	EA	\$_____	\$_____
0023	Accompany the participants on a three-day, two-night field trip which is scheduled and arranged by the participants. Ensure the outcomes described in the SOW. (4.5)	1	EA	\$_____	\$_____
0024	Provide a two-day, one-night retreat for reflecting on learning to date sharing feedback on the learning and personal and team development. (4.10)	1	EA	\$_____	\$_____
0025	Plan, organize and provide a graduation dinner and ceremony for up to 50 Corps of Engineers employees as described in the SOW. Provide certificates of completion that are suitable for framing for each of the participants. Be prepared to accept funds from non-Corps of Engineers attendees. Costs of gifts for each of the participants will not be reimbursed.	NTE 50	EA	\$_____	\$_____
0026	Travel Costs			\$_____	\$_____
	Total Base Items				\$_____
	OPTIONAL ITEM(S)				
0027	Close-out Retreat: Provide a final one-day retreat for additional reflection, introspection and planning for future personal development of the participants. Provide all meals.	1	EA	\$_____	\$_____
	Total Optional Items				\$_____
	Total Base and Options				\$_____

TOTAL BASE YEAR AND BOTH OPTION YEARS: \$_____

SECTION C
STATEMENT OF WORK
Seattle District, US Army Corps of Engineers
Leadership Development Program

1.0 GENERAL DESCRIPTION: The purpose of this contract is to develop and administer a part-time leadership development program for up to 12 Corps of Engineers employees who are typically college educated and range in years of experience and place in career. Disciplines represented include, but are not limited to, engineering, science, trades and crafts and business administration. The goal of this program is to grow leaders at all levels in the organization, regardless of position. Specifically, the program objective is to help employee participants learn, grow, and develop in their effectiveness as leaders and managers within the U.S. Army Corps of Engineers (USACE), and the Seattle District, in particular.

This Statement of Work (SOW) describes the leadership and training services to be provided by the Contractor, which are necessary for successful execution of the Seattle District Leadership Development Program (LDP). The 2004-2005 program, that runs June to May, announcement as referenced in Section J and contained in Appendix A, describes the background, components, and scope of the LDP. The Contractor shall perform the following duties, including but not limited to, the items below:

1.1 Responsible for program leadership, including accountability for content, delivery, and outcomes of the leadership program.

1.2 Plans, teaches, and facilitates meetings with LDP participants.

1.3 Coordinates with the Steering Committee, Program Administrator and District Senior Leaders to identify opportunities within the District to further LDP participant's goals and to meet program requirements.

1.4 Coaches individual LDP participants as needed during the program year.

1.5 Attends all LDP meetings/sessions as scheduled during the program year.

1.6 Plans and provides training to participant supervisors and mentors.

2.0 DEFINITIONS: A glossary of definitions and acronyms is contained in Appendix B.

3.0 KEY PROGRAM SUCCESS FACTORS:

3.1 LDP PARTICIPANT DEVELOPMENT simultaneously at three levels:

3.1.1 Internal to the person

3.1.2 Interpersonal among classmates and project teammates, co-workers and others, and

3.1.3 Organizational from the local (Seattle District), regional (NWD headquartered in Omaha, Nebraska and Portland, Oregon), and national at Headquarters in Washington, DC.

3.2 OUTCOMES expected for participants in the LDP include:

3.2.1 Enhanced Self-Awareness. Heightened awareness of one's talents, strengths and areas of improvement as they pertain to leadership and management.

3.2.2 Public service. Develop an understanding of the value and responsibilities of public service as it relates to the Corps of Engineers.

3.2.3 Increased Leadership Skills. Development and refinement of skills necessary to be an effective leader and manager, such as interpersonal, communication, conflict management, presentation, mentoring, innovation, situational leadership, strategic planning, stress management, values and ethics, management of change, budget process, and related topics.

3.2.4 Enhanced Understanding of Teamwork. Enhanced knowledge, motivation and practical application of how to be an effective team player and leading effective teams.

3.2.5 Understanding of Organizational Culture and its Relevance. Greater insight into the vision, values, missions and culture of the Seattle District, the Corps of Engineers, the U.S. Army, the Department of Defense, and the U.S. Government and their relevance to the individual.

3.2.6 Expanded Relationships. Build and develop relationships across district functional lines as key to personal and organizational effectiveness.

3.2.7 Situational Awareness. Understand the environment in which the Corps operates and how that is important to how and what we do everyday and to our future.

3.2.8 Broadened Appreciation of Diversity. Understand the value of diversity, in the traditional sense, as well as diversity of backgrounds, thoughts, ideas, perspectives, and styles.

3.2.9 Corporate Perspective. Develop an understanding of what is meant by a corporate perspective, why it is important, and how that translates to leadership behaviors and an understanding of the Corps' operating environment.

3.2.10 Specifically as a result of the program, LDP participants are expected to:

3.2.10.1 Understand their own personal values, talents, and nontalents and how they relate to their ability to contribute to the organization and to develop their potential.

3.2.10.2 Be organizational change agents, including understanding how each can contribute to building bridges between formal leadership and the workforce.

3.2.10.3 Have an expanded understanding of the topic of leadership and how it differs from management; leadership within the Corps of Engineers; and their own leadership strengths and how they might be applied.

3.2.10.4 Improve leadership and team member effectiveness through enhanced skill development and understanding of self.

3.2.10.5 Understand the variety of roles that each may serve on teams (e.g., leader, technical team member, facilitator) depending on the situation, their strengths, and the strengths of others.

3.2.10.6 Complete District leadership projects to apply their new leadership and team knowledge and skill, while at the same time making a contribution to the organization.

3.2.10.7 Communicate vision and values of the Corps of Engineers and how that relates to their daily work and is relevant to leadership within the Corps of Engineers.

3.2.10.8 Describe the culture of the Seattle District, Northwest Division (NWD) region and the Corps as a whole and what that has to do with leadership within the Corps.

3.2.10.9 Understand how things get done within the Corps. This includes, but is not limited to, such concepts as: matrix management; Project Management Business Process (PMBP); USACE 2012; the learning organization, as well as the leadership structure within Seattle District, NWD region and USACE (e.g., District Executive Team (DET), Project Delivery Management Team (PDMT), Regional Management Board (RMB), Communities of Practice (COP), DCC, Regional Integration Team (RIT), and DST).

3.2.10.10 Role model corporate perspective and appropriate business protocol.

3.2.10.11 . Better understand Corps stakeholders and their needs, including what “customer focus” means and what is expected of each of us as a result.

3.2.10.12 Better understand the diverse missions of the Corps.

3.2.10.13 Understand and appreciate the EEO program in the Corps to include diversity of thought/background/ideas/personality.

3.3 FLEXIBILITY to capitalize on opportunities and additional learning experiences or information, which occur throughout the year but are not anticipated in the original outline of the year’s developmental activities. Additionally, flexibility is needed to be able to address the specific needs of individual participants and adapt to different learning and work styles of participants. This flexibility will be executed in revisions and updates to the Curriculum throughout the contract.

3.4 CONTINUITY from one learning activity to another, both progressively and sequentially, which is provided by the Contractor, who personally participates in all LDP activities, brings together learning from separate activities into a cohesive whole. Lessons learned from one year to the next help overcome any perceived program design weaknesses while building on overall program strengths.

3.5 LEARNING METHODOLOGY

- 3.5.1 It is vital to the success of the program that participants are in a learning environment that encourages them to challenge current mental models, conventional leadership wisdom and accepted concepts and think “outside the box.” Such an environment requires active student participation.
 - 3.5.2 The primary instructional methodology for the curriculum is graduate level class and discussion sessions held in a public, non-federal, conference or classroom setting conducted by a variety of qualified teachers and facilitators, both internal and external to the Corps of Engineers. This methodology fosters a learning environment that encourages active participation from each student, and having a variety of instructors and facilitators helps address different learning styles of participants. The contractor shall be responsible for making all arrangements for instructional facilities. The District’s LDP logistics coordinator will be available to assist with logistics for in-District Leadership sessions. All instructional facilities shall be located within the Seattle metropolitan area and include parking for LDP participants.
 - 3.5.3 An important element to the success of small group discussions is personal study and preparation time in order to read, write, reflect, and conduct required assignments. Participants will be expected to use personal time in order to complete assignments.
 - 3.5.4 Other instructional methodologies employed in support of the curriculum include LDP team projects that will require close coordination with the District LDP Steering Committee and the District Executive Team (DET) members. Guest speakers, field visits, retreats, team building exercises, presentations by senior leaders, and tutorial sessions may also be employed.
 - 3.5.5 Integrated within the curriculum is the LDP’s emphasis on improving self-awareness and team building. The purpose of this effort is to build the participant’s ability to understand him or her self and to recognize and appreciate diversity in others. Through a series of requirements (i.e. personality, strengths and leader behavior assessments, team and Contractor feedback, and evaluations) participants have the opportunity to learn and to understand why it is important for leaders to know themselves first before effectively leading others.
- 3.6 OUTCOMES expected of the contractor include:

3.6.1 Contractor's control of quality. The following expectations with regard to quality shall be met. The contractor will be held accountable for ensuring that program and participant outcomes are achieved. Following each event the contractor shall seek feedback from the LDP class members using a one page after action evaluation written form. The form will solicit feedback in the following areas as appropriate depending on the training event. Monthly, the contractor will provide a summary of feedback received to the Steering Committee chair and shall describe what follow-on action he/she has taken in response to the feedback to ensure a high standard of program quality. Areas include:

- quality of written materials: readable, logical, makes sense, professional in appearance, proper spelling and grammar;
- quality of program content: the teaching and learning pieces fit well together, good context, and overall design flows well;
- outcomes - ensure that the program objectives have been met;
- prompt start of events;
- facilities, appropriate;
- quality of instruction;
- quality of relationships;
 - quality of coaching;
- quality of training to supervisors/mentors.

3.6.2 The Government will provide surveillance over this contract in the manner presented in Appendix C, Quality Assurance Surveillance Plan and Checklist.

3.6.3 If any product is returned to the contractor for correction, the corrections shall be incorporated into the revised program and resubmitted to the Government within 5 calendar days after receipt.

4.0 TASKS

4.1 Task 1. Development of Draft Program Curriculum. The Contractor shall prepare a draft curriculum for the program and submit it to the Contracting Officer's Technical Representative (COTR) within seven (7) calendar days after contract award or exercise of each option period. The curriculum shall include the topics, lesson plan goals & objectives, scheduled dates, list of proposed instructional materials, methods of instruction, instructors, speakers, location and outcomes consistent with the BE-KNOW-DO-LEARN model contained within the USACE Learning Organization Doctrine and outcomes described in this SOW. The contractor shall incorporate the information about the Seattle District and its mission and vision from Appendix E into the curriculum. Information about the Chain of Command for the Corps of Engineers is provided in Appendix F, which shall be incorporated into the curriculum. In addition to the draft curriculum, draft formats for the participant/Contractor monthly activity reports (see paragraph 4.8) and the post program evaluation (see paragraph 4.18) will be submitted.

4.1.1 Curriculum presentation and review meeting. The Contractor shall attend a one-day meeting with Government representatives at the Seattle District office to occur within 14

calendar days after contract award, or exercise of each contract option, to discuss the draft curriculum for the upcoming year.

4.2 Task 2. Finalize Program Curriculum. Based on feedback and review comments received as a result of the one-day meeting described above, the Contractor shall finalize the program curriculum, formats for the monthly activity reports and post program evaluation and provide it to the COTR within seven calendar days after the meeting, for review and acceptance. Finalization of scheduled dates will be subject to input from the LDP class at the orientation session. Any additional changes, if necessary, shall be provided within five calendar days of notification.

4.3 Task 3. Program Orientation. A one-day LDP orientation session held to initiate the program and held within the Seattle metropolitan area. (The Seattle metropolitan area does not include Lynnwood, Tacoma or the Bellevue areas.) The orientation is conducted jointly by the Contractor and the LDP Steering Committee, and includes an opportunity to meet members of the DET. This meeting gives participants their first opportunity to meet with the LDP group and better understand the program. The orientation shall cover the following topics at a minimum:

- 4.3.1 Introduction of the participants, Contractor, DET and LDP Steering Committee representatives.
- 4.3.2 Roles and responsibilities of key members involved in the LDP: the Contractor, DET, mentors, supervisors, and LDP Steering Committee.
- 4.3.3 Expectations of the LDP participants and instructor. This topic shall also include a review of the contract to further understanding of roles and expected program outcomes by all parties.
- 4.3.4 Discussion of the course curriculum to include calendar of events, time commitments, locations, and mandatory program tasks. Contractor will gather input from the LDP participants on scheduled dates for all classes prior to finalization. Contractor and class will agree at Orientation on a specific day of the week and week of the month for LDP classes to be held each month to facilitate planning for the program, participants and supervisors.
- 4.3.5 Dynamics of being a member of a learning group.
- 4.3.6 Background information on feedback, evaluation and diagnostic tools to be used.
- 4.3.7 An introduction to LDP team projects.
- 4.3.8 Objectives of the initial two-day retreat.
- 4.3.9 Background and objectives of the regional field trip.

4.3.10 Background on the mentoring component of the LDP, including mentoring guidelines, mentoring materials and a participant/mentor assessment form.

4.3.11 Question and answer session.

4.3.12 Orientation topics and content should be summarized in a printed notebook given to each LDP participant during the orientation day.

4.3.13 The Contractor shall report on the outcomes of this event as a part of the monthly written class activity report as outlined in paragraph 6.0 Submittals. Report will include also include the finalized class dates.

4.4 Task 4. Initial Two-Day Retreat. The Contractor shall make all arrangements for, with the exception of transportation, and conduct an initial two-day/two-night retreat held for reflection, introspection, participant relationship building, self-assessment and understanding of leadership strengths and style, needs assessment and preparation of a Leadership Development Action Plan (LDAP). Participants shall have private, individual accommodations, including all meals and lodging. Accommodations must be handicapped-accessible. Retreat activities shall be designed in a manner that provides sufficient time for group process development, synthesis of new information and experiences, and for practice in using new behaviors and/or techniques. Retreat activities shall include self-assessment tools such as: Enlightened Leadership, Strengths-Finder, Meyers-Briggs, and FIRO B, which are required. Other self-assessment tools that may be used are: Learning Styles Inventory, Social Styles Preference and the Thomas-Kilman Conflict Mode Instrument. Contractors are encouraged to propose the use of other effective diagnostic tools. The Contractor shall report on the outcomes of this event as a part of the monthly written class activity report as outlined in the paragraph entitled 6.0 Submittals.

4.5 Task 5. Regional Field Trip. The Contractor shall accompany the LDP class on a three-day, two-night field trip, which is scheduled and arranged by the LDP participants in coordination with the Contractor and LDP COTR. Participants will receive per diem to cover lodging and meals in accordance with Joint Travel Regulations (JTR). (For contractor travel costs see paragraph 5.0.) The purposes of the field trip are to gain a broadened corporate perspective through such activities as visits to field operating projects, customers, other districts and must include a visit to NWD HQ in Portland, OR.; to gain an understanding of regional issues within NWD; to learn best practices from other organizations within or similar to the Corps of Engineers; and to build the Leadership Development team. Activities shall be designed in a manner that provides sufficient time for group process development, for varying personality styles to gather and synthesize information and experiences, and for practice in using key lessons about oneself and the organization. The Contractor shall report on the outcomes of this event as a part of the monthly written class activity report as outlined in the paragraph entitled Submittals.

4.6 Task 6. Classes. All monthly classes shall be held at professional conference or classroom facilities approved by COTR. Changes to the location or schedule require approval by COTR and 30-day advanced notice. The classes shall be formal, graduate level, leadership and management related training and shall cover the following topics at a minimum: Leadership (including the USACE Learning Doctrine), interpersonal communications, decision making,

managing change, performance evaluation/ management, coaching/counseling/mentoring skills, teambuilding skills, conflict management and resolution skills, learning organization doctrine, ethics, presentation techniques, systems thinking, federal budget process, and time and priority management. The Contractor shall assign relevant readings from classic and contemporary literature on leadership and effective management (see Task 12.) The Contractor shall provide the participants an opportunity to discuss, question and develop an understanding of how the readings relate to their leadership styles and effectiveness. The contractor shall allow opportunities for the participants to practice and apply the knowledge gained from the readings. The Contractor shall report on the outcomes of these classes as a part of the monthly written class activity report as outlined in the paragraph entitled Submittals.

4.6.1 Provide curriculum outline for 80 hours (no more than eight hours, normally, to be conducted during any single month) of formal graduate-level leadership and management classroom training. The contractor shall provide meals for the working lunches. The participants will provide snacks as necessary. Classes have traditionally been scheduled as follows, though contractors may propose other schedules:

- 7:30 AM – 11:30 AM Instruction
- 11:30 AM – 1:00 PM Working Lunch
- 1:00 PM – 5:00 PM Instruction

4.6.2 Specify progressive goals and objectives, and target dates. Actual topics will be based on the needs of the LDP class members and dates will be negotiated upon final acceptance of a program proposal. LDP class members shall not be scheduled into regularly scheduled university classes. Length of formal classroom modules will vary depending on subject coverage, time required for mastery, beneficial mix of developmental methodologies, and scheduling preferences of the LDP class members and Contractor . Discuss the balance between lecturers and group discussions that you propose. (To gain an idea of the expectations of the participant's hours for this program, see the Announcement in Appendix A.)

4.6.3 Submit a calendar to include the dates, locations, and outcomes for classes and other scheduled events as part of the curriculum (Task 1) submittal.

4.7 Task 7. Reflective Essays. The Contractor shall assign, collect, read, and comment on the reflective essays prepared by each participant. Reflective essays are required from each participant within one week after each class session, the retreats and field trips. The Contractor shall use the essays as a basis for coaching advice and feedback to participants. The essays are confidential between the participant, the Contractor and the Steering Committee Chair.

4.8 Task 8. Monthly Class Activity Reports. The Contractor shall assign, collect, read and evaluate the monthly activity reports prepared by the class as a whole, which summarizes learning objectives, each activity and lessons learned from the activity experienced during the month. The participant input form shall objectively assess how well participants think learning objectives were met. The Contractor will add his/her own Administrator's Report on the events that took place during the month to the class activity report. The reports shall be forwarded to

the Steering Committee and DET through the COTR within two weeks after each month's end, with the Contractor's invoice.

4.9 Task 9. Individual Coaching and Feedback. Provide clear, candid, constructive feedback in confidential coaching sessions with each participant. The objective is to help the participants gain insights into their progress regarding their LDAP, leadership strengths and areas needing improvement. Coaching sessions shall build on the strengths and help to overcome weaknesses and blind spots which, if not corrected, might adversely influence their effectiveness as leaders and managers. The Contractor shall provide a minimum of two one-hour in-depth counseling sessions with each participant. One of the sessions may optionally include the participant's supervisor to build understanding, support, and involve the supervisor in the employee's growth and development. Sessions will include review of the LDAP.

4.10 Task 10. Mid-Year Retreat. The Contractor shall conduct a two-day/one-night mid-year retreat for reflecting on learning thus far, sharing feedback, assessing goal achievement, and continuing both personal and LDP team development. Participants shall have private, individual accommodations, including all meals and lodging. Accommodations must be handicapped-accessible. The Contractor shall be responsible for lodging and meals. Retreat activities shall be designed in a manner that provides sufficient time for group process development, for varying personality styles to synthesize new information and experiences, and for practice in using new behaviors and/or techniques. The Contractor shall report on the outcomes of this event as a part of the monthly written class activity report as outlined in the paragraph entitled 6.0 Submittals.

4.11 Task 11. Mid-Year Evaluation. The Contractor shall assess program activities to date, with comments on possible second-half curriculum changes that may be needed based on LDP learning needs and opportunities to the COTR within 14 CD of the Mid-Year Retreat. A written summary report of the Contractor's assessment will be prepared and submitted as outlined in paragraph 6.0 Submittals. Participants will also complete a substantive evaluation of the course at mid-year, to be submitted to Steering Committee Chair. The contractor shall not have access to the documents completed by the participants.

4.12 Task 12. Leadership Readings. The Contractor shall require LDP participants read books relevant to management and leadership throughout program year. The contractor shall provide copies of the books for each participant, unless it is covered under Government-furnished Materials (see Paragraph 7.0). Participants will be required to discuss with the class the major themes, points, learning and potential application of each book during the monthly class sessions. The Contractor shall develop a resource list of books and participants may suggest other reading material. Appendix G provides a list and required program reading. The Contractor shall track the accomplishment of this task on a monthly basis, including assessment of the value gained by each participant from the readings. The COTR and Steering Committee approve the final list of readings. Discuss where and how these would be inserted into the program and what sort of group discussions would accompany such readings, etc. (The participants are required to put into the program 200 – 300 hours of their own time to include time for reading and other work as indicated in the Announcement in Appendix A.)

4.13 Task 13. District Leadership Dialogue Sessions. The Contractor shall plan, organize and attend seven sessions that are each up to three hours in length in which LDPs interact with District, Division and Headquarters' senior leaders throughout the program year. The Steering Committee will suggest topics, and the COTR will schedule a conference room in the District Office for the sessions. The purpose of these sessions is to provide an executive perspective on initiatives and challenges facing the Corps of Engineers locally, regionally and nationally. Sessions with Division and HQUSACE personnel may be in person or via videoconference. The Contractor shall integrate the learning and application of these sessions with the other program activities by providing context and continuity between learning activities into a cohesive whole. The contractor shall ensure that participants spend time analyzing lessons learned and seeking connections with the work they do in Seattle District as a result of each meeting. The Contractor shall report on the outcomes of these events as a part of the monthly written class activity report as outlined in the paragraph entitled 6.0 Submittals. Other meetings with LDP participants may occur throughout the year as opportunities develop, which the contractor is not required to attend. Topics covered in 2004/2005 include:

- The Corps Role in Iraq
- The Enlightened Leadership Approach
- Leadership at the Corps
- Leadership Priorities and Corps Initiatives
- The Leadership Doctrine and The Learning Doctrine
- How Washington Works
- Critical Issues Facing Human Resources (HR)

4.14 Task 14. Mentoring. It is the rare leader, manager or executive who did not receive valuable help along the path of career development from one or more mentors. For this reason, each participant will take part in a mentoring relationship with a Corps member of his/her choice, with the advice of the LDP Steering Committee if needed. The mentor will serve as a counselor, information provider, friendly critic, interpreter of organizational policies and politics, sounding board and link to the pulse of the organization. Participants should meet with their mentor(s) regularly, but at least once a month for a minimum of 30 minutes. The Contractor shall provide advice and guidance regarding the selection of a suitable mentor by each participant. The Contractor shall provide one formal training session to mentors and participants regarding expectations of the mentoring relationship, setting goals, assessment, tracking progress and evaluation techniques. Mentoring guidelines shall be provided to the participants within the first month of the program, and mentors selected and approved by the second month of the program. The Contractor shall develop a form to be used by participants and mentors to evaluate the mentoring relationship. As a minimum, the form shall include the participant's name, mentor's name, date of latest meeting, and opinion as to the value of the relationship. The Contractor shall track mentor choices. The Contractor shall collect and track participant and mentor evaluations twice during the program year. The Contractor shall be aware of the health of each mentoring relationship, compile the assessment and provide a summary in the monthly activity reports.

4.15 Task 15. Team Projects. Team projects provide opportunities for the LDP participants to work closely in smaller groups toward jointly-developed goals through participation on a project from concept through conclusion (see Appendix H.)

Leadership “theory” and “practice” meet face-to-face as the participants form teams to work on projects that focus on challenges and opportunities facing the Seattle District. The teams identify projects and advocates, develop project proposals and Project Management Plans, identify required resources, develop timelines, gain formal approvals from Commander or DET, prepare project reports and recommendations and brief the District Commander and DET. (Reports shall address leadership challenges, learnings, problems solved, decisions, etc.; coordinate interaction with others; and identify strategic issues and relationships, both for the students and contractor.) Participation in team projects provide opportunities for the participants to practice and demonstrate their leadership, teambuilding and problem solving skills, and develop presentation skills as they organize activities and work on team projects. Prior to initiating the team project process, usually in September, the Contractor shall contact the COTR for any guidance relative to the topics of the projects (e.g., consistency with a corporate theme or strategic direction, etc.) and the participants shall meet with the DET to brainstorm project topics and to obtain guidance on this effort. The Contractor shall set the expectations of the projects as they relate to leadership competencies. The Contractor shall document the decision-making process for project selection, prepare LDP’s for briefing the District Commander and the DET, demonstrate the relevance of the projects, coordinate and track approvals of projects, track progress on project completion, and provide advice, guidance, feedback to the class and opportunities to learn the skills required for effective leadership and team success. The Contractor shall report on progress of the projects to include the leadership challenges as a part of the monthly written class activity report as outlined in the paragraph entitled 6.0 Submittals.

4.16 Task 16. Closeout Retreat (Optional). The Contractor shall provide a final one-day retreat for additional reflection, introspection and planning for future personal development. In addition, the Contractor shall facilitate a discussion of the role of LDP alumni in the organization and assist the participants with developing goals for their participation in this regard. This optional item will be exercised by the Government within eleven months of award.

4.17 Task 17. Graduation. The Contractor shall plan, organize and provide a graduation dinner and ceremony on a weekday evening in late May for the program participants. The event shall include a social hour and be held at a mutually agreeable location in the Seattle metropolitan area. The purpose is to recognize the achievements of the LDP participants and to celebrate the success of the year’s activities. Attendees include the LDP participants, significant others, their mentors and supervisors, LDP Steering Committee members, and DET. The Contractor shall provide decorations, invitations, name tags, place cards, music, speakers, and establish the program for the evening. The cost of significant others and non-Corps attendees shall be reimbursed directly to the Contractor by the attendee and shall not be billed or paid by the Government. The Contractor shall anticipate up to 50 Corps attendees at this function. The ceremony shall include speeches and presentations of graduation certificates by the District Commander and the Contractor, and any other speakers/program activities planned by the LDP class. The certificate of completion provided by the Contractor shall be suitable for framing. All costs of this event, other than for non-Corps attendees, shall be borne by the Contractor. The government will not reimburse the contractor for any gifts provided to participants other than the certificates.

4.18 Task 18. Post Program Evaluation. Each LDP participant and the Contractor shall submit a written evaluation of the effectiveness of the LDP components. The Contractor shall distribute the program evaluation forms to participants during the final class and track their return to the Steering Committee prior to graduation. The Contractor will not have access to the documents completed by the participants. By 31 May, the Contractor shall provide a written report evaluating the effectiveness of the LDP components and activities, and providing recommendations for changes and improvements. The LDP Steering Committee Chair will provide feedback and prepare an annual performance evaluation for the contractor.

4.19 Task 19. Quarterly Steering Committee Meetings. The Contractor shall attend quarterly Steering Committee meetings at the Seattle District office to report on the status and activities of the program. Meetings are approximately 2 hours in length.

4.20 Task 20. Leadership Development Action Plans. The Contractor shall provide advice, guidance, assessment tools and feedback necessary for each participant to be able to identify the specific areas of individual development to be targeted during the program. The attached sample LDAP should be used as a model, with the final format to be approved by the Steering Committee. The Contractor shall track accomplishment and development by each participant on a quarterly basis. The Contractor shall also assess participant development based on participant feedback on coursework. The Contractor should expect that coaching may involve communication with participants after normal business hours. LDP participants will report one shareable aspect of their LDAP with the DET at some point during the program.

4.21 Task 21. District Leadership Meetings. LDP participants shall rotate attendance at a variety of District or Division leadership meetings such as: Project Review Boards, senior staff meetings, DET meetings, Project Delivery Management Team (PDMT) meetings, Program Review and Assessment (PR&A) meetings, Program Budget Advisory Committee (PBAC) meetings, Crisis Management Team (CMT) meetings, Command Assistance Visits, Regional Management Board (RMB), Project Delivery Team (PDT) Conference, Emerging Leader Conference (ELC), Senior Leader Conference (SLC), office and division staff meetings. Each LDP participant will attend a minimum of two district leadership meetings. After attendance, participants will report back to the group regarding the various leadership qualities and other management techniques demonstrated. The Contractor does not have to attend the district leadership meetings, but shall facilitate discussions with the LDP group to ensure lessons learned and key points or qualities are shared. The Contractor shall provide an assessment of the accomplishment of this task as part of the monthly activity report.

5.0 TRAVEL: Overnight travel required in performance of this contract shall be accomplished on a reimbursable basis upon completion of travel and billed under contract line item 0008, based on actual costs. An estimate of all travel costs shall be submitted to the COTR at least 14 calendar days prior to travel for final approval. All travel claims to the Government shall include an itemized travel voucher and all receipts for expenses claimed including lodging, airfare, transportation, and meals. Expenses, including lodging and per diem will be reimbursed in accordance with the Joint Travel Regulation (JTR) for the location of the temporary duty and meet the allowability, allocability and reasonableness tests of FAR part 31. Reimbursement for use of a rental car must be approved in advance by the COTR. Airfare shall be made using a 14-

day advance reservation to obtain the best price for the Government. Use of business class or first class airfare is not authorized. If a personal vehicle is used, the Contractor must show that the use of the vehicle for travel is more advantageous to the Government in terms of costs incurred and schedule.

Invitational travel orders will not be issued for travel associated with this contract. However, a Letter of Authorization (LOA) can be issued by the Contracting Officer to assist the Contractor in obtaining Government rates or reduced rates for lodging, airfare and rental cars. LOAs are provided only for individual and specific travel periods and a blanket authorization will not be issued. The LOA request form, attached to this SOW, shall be submitted at least 21 calendar days in advance of travel for review and approval by the Contracting Officer. The authority to sign LOAs is not delegated.

Any discount fare granted to this travel is strictly at the discretion of the vendor to whom the request is made, and is not a requirement based on receipt of an approved LOA. Government Contract City Pair fares shall not be extended to Contractors under this approval.

6.0 SUBMITTALS AND DELIVERABLES

6.1 Schedule of Submittals and Deliverables. The Contractor shall provide an original hard copy of each document and one electronic copy (preferably via e-mail) of the following items in accordance with the schedule for each task outlined below:

- 6.1.1 **Task 1** Draft Program Curriculum. Draft format of monthly activity report, draft format for participant input on learning objectives, and draft format of post program evaluation. (reference paragraph 4.1). Due 7 calendar days after contract award or exercise of each option period. Presentation (a verbal review and discussion) of Draft Program Curriculum shall occur at a one-day meeting within 14 calendar days after contract award or exercising of each option period.
- 6.1.2 **Task 2** Final Program Curriculum. Final format of monthly activity report and final format of post program evaluation. (reference paragraph 4.2). Due 7 calendar days after the meeting. Any additional changes shall be provided within 5 calendar days.
- 6.1.3 **Task 3** Program Orientation (reference paragraph 4.3). Conduct orientation event and provide notebook for participants summarizing orientation topics and content. Include a Program Orientation outcome section in the monthly activity report.
- 6.1.4 **Task 4** Initial Two-Day Retreat (reference paragraph 4.4). Conduct retreat. Include an Initial Retreat outcome section in the monthly activity report.
- 6.1.5 **Task 5** Regional Field Trip (reference paragraph 4.5). Accompany LDP on a regional field trip. Include a Field Trip outcome section in the monthly activity report.
- 6.1.6 **Task 6** Classes (reference paragraph 4.6). Conduct classes. Include a Class outcome section in the monthly activity report.

- 6.1.7 **Task 7** Reflective Essays (reference paragraph 4.7). Include a section in the monthly activity report that reports any problems in collecting the participant's essays.
- 6.1.8 **Task 8** Activity Reports (reference paragraph 4.8). Prepare the Contractor portion of the monthly activity report. Forward the LDP class-prepared monthly activity report, with Contractor portion added to the LDP Steering Committee by 15th of following month. These shall be submitted with monthly invoices.
- 6.1.9 **Task 9** Individual Coaching and Feedback (reference paragraph 4.9). Conduct a minimum of 2 coaching sessions with each participant. Include a section in the monthly activity report that reports any problems in coaching the participants.
- 6.1.10 **Task 10** Mid-Year Retreat (reference paragraph 4.10). Conduct retreat. Include a Mid-Year Retreat outcome section in the monthly activity report.
- 6.1.11 **Task 11** Mid-Year Evaluation (reference paragraph 4.11). Provide a written report assessing the LDP program to date, with recommendations for change in curriculum during the last half year, if needed.
- 6.1.12 **Task 12** Leadership Readings (reference paragraph 4.12). Include a Leadership Readings status section in the monthly activity report.
- 6.1.13 **Task 13** District Leadership Dialogue Sessions (reference paragraph 4.13). Include a District Leadership Dialogue Session outcome section in the monthly activity report.
- 6.1.14 **Task 14** Mentoring (reference paragraph 4.14). Include a Mentoring status section in the monthly activity report.
- 6.1.15 **Task 15** Team Projects (reference paragraph 4.15). Include a Team Projects status section in the monthly activity report.
- 6.1.16 **Task 16** Closeout Retreat (Optional) (reference paragraph 4.16). Conduct retreat. Include a Closeout Retreat outcome section in the monthly activity report.
- 6.1.17 **Task 17** Graduation (reference paragraph 4.17). Plan, organize, and provide a formal graduation ceremony. Include a Graduation outcome section in the Post Program Evaluation.
- 6.1.18 **Task 18** Post Program Evaluation (reference paragraph 4.18). Provide a written evaluation of the effectiveness of the LDP program by 31 May 2006. It should include recommendations for changes and improvements.
- 6.1.19 **Task 19** Quarterly Steering Committee Meetings (reference paragraph 4.19). Attend quarterly meetings, each up to 2 hours in length, at the Seattle District office. Provide a verbal description of status and activities during those meetings.

6.1.20 **Task 20** Leadership Development Action Plans (reference paragraph 4.20). Provide a status section on LDAP development in the monthly activity report.

6.1.21 **Task 21** District Leadership Meetings (reference paragraph 4.21). Provide an assessment section on the discussions taking place by LDP participants after they attend District Leadership Meetings in the monthly activity report.

6.2 **Submittal Address.** All submittals shall be delivered as follows:

One original hard copy to:

Seattle District, U.S. Army Corps of Engineers
Attn: Lori Danielson
P. O. Box 3755
Seattle, WA 98124-3755

One electronic copy (via e-mail):

lori.d.danielson@usace.army.mil

7.0 GOVERNMENT FURNISHED MATERIALS: Costs for the following items shall be borne by the Corps of Engineers and shall not be included in Contractor proposals or invoices.

7.1 Travel and per diem for Corps of Engineers employees for the five days of field trips.

7.2 Transportation of Corps of Engineers employees within the Seattle commuting area for approved LDP activities.

7.3 Paper, pens, pencils, three-ring binders, computers and similar common-use student supplies for Corps of Engineers employees.

7.4 All costs of class members associated with team projects.

7.5 Use of the Seattle District, Corps of Engineers inter-office mail system (internal office distribution system) with advance approval of the LDP COTR.

7.6 Use of Seattle District, Corps of Engineers facilities such as meeting rooms or videoconference equipment with advance approval of the District Leadership for special meetings. Seattle District facilities shall not be used for the monthly classroom activities.

7.7 Seattle District will provide copies of the required reading materials.

8.0 PAYMENTS: Invoices for payment shall be submitted monthly by the 15th of the month. Invoices shall include all necessary information, including any required receipts for travel, and reports, and shall be submitted to:

One original and two (2) copies to:

USACE Finance Center
ATTN: CEFC-AD-P
5720 Integrity Drive
Millington, TN 38054-5005

One copy to:

Seattle District, U.S. Army Corps of Engineers
Attn: Lori Danielson
P.O. Box 3755
Seattle, WA 98124-3755

9.0 PERIOD OF PERFORMANCE: The initial period of performance shall be 1 June 2005 – 31 May 2006 after award of the contract and pre-award activities.

9.1 OPTIONS: The Contractor's period of performance may be extended for two additional one-year periods. Award for the first option period may be made prior to expiration of the base period of performance at the Government's discretion if award of the option is determined to be advantageous to the Government. Award of the second option period may be exercised prior to the expiration of the first option period at the Government's discretion if award of the option is determined to be advantageous to the Government. The total contract period shall be 36 months if the Government awards all optional items.

10.0 CONTRACT GUIDANCE: The Contractor is cautioned not to take guidance that changes time schedules or cost (increase or decrease), from any source other than the Contracting Officer. Changes affecting cost or schedule approved by the Contracting Officer will be in the form of an official, signed modification to the contract before the change is implemented. The Contracting Officer may assign, in writing, a representative to act on his/her behalf for some contract matters. If a Contracting Officer's Technical Representative (COTR) is assigned, the Contractor will receive written notification of such assignment and an outline of those items within the COTR's delegated authority. The COTR will be the primary point of contact on matters in regard to technical direction but not for any change (increase or decrease) that impacts cost/price or schedule. The Contractor shall immediately notify the Contracting Officer in writing of any requests that deviate from the Statement of Work or which are outside the authority of the COTR.

11.0 SUBSTITUTION OF CONTRACTOR PERSONNEL: A Back-up Program Administrator may be substituted in case of emergencies or illness as approved by the Contracting Officer. After contract award, substitution of the Contractor Program Administrator shall only be made with the written approval of the Contracting Officer. Contracting Officer's disapproval of substitute Program Administrator may result in termination of the contract.

Section E - Inspection and Acceptance

CLAUSES INCORPORATED BY FULL TEXT

52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

(End of clause)

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Section F - Deliveries or Performance

CLAUSES INCORPORATED BY FULL TEXT

52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(End of clause)

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted (1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this

contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

(End of clause)

Section G - Contract Administration Data

INFO

1. CONTRACT ADMINISTRATION DATA:

Seattle district, corps of Engineers
Attn: CENWS-CT-CB-CU
P.O. Box 3755
Seattle, WA 98124-3755

Name: J. Alex Smith
Phone: (206)764-6804

Contracting Officer's Representative (COR) Lori Danielson, Phone: (206)764-6177

2. INVOICE SUBMITTAL:

Original + two copies to:

USACE Finance Center
Attn: CEFC-AD-P
5720 Integrity Drive
Millington, TN 38054-5005

One copy to:

Seattle District, Corps of Engineers
Attn: Lori Danielson
P.O. Box 3755
Seattle, WA 98124-3755

3 ACCOUNTING AND APPROPRIATION DATA:

Information to be provided at time of award.

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Section H - Special Contract Requirements

CLAUSES INCORPORATED BY FULL TEXT

252.242-7000 POSTAWARD CONFERENCE (DEC 1991)

The Contractor agrees to attend any postaward conference convened by the contracting activity or contract administration office in accordance with Federal Acquisition Regulation subpart 42.5.

(End of clause)

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Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.202-1 DEFINITIONS (JUL 2004)

(a) When a solicitation provision or contract clause uses a word or term that is defined in the Federal Acquisition Regulation (FAR), the word or term has the same meaning as the definition in FAR 2.101 in effect at the time the solicitation was issued, unless--

- (1) The solicitation, or amended solicitation, provides a different definition;
- (2) The contracting parties agree to a different definition;
- (3) The part, subpart, or section of the FAR where the provision or clause is prescribed provides a different meaning; or
- (4) The word or term is defined in FAR Part 31, for use in the cost principles and procedures.

(b) The FAR Index is a guide to words and terms the FAR defines and shows where each definition is located. The FAR Index is available via the Internet at <http://www.acqnet.gov> at the end of the FAR, after the FAR Appendix.

(End of clause)

52.203-3 GRATUITIES (APR 1984)

(a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--

- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
- (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.

(b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.

(c) If this contract is terminated under paragraph (a) of this clause, the Government is entitled--

- (1) To pursue the same remedies as in a breach of the contract; and
- (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)

(d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-5 COVENANT AGAINST CONTINGENT FEES (APR 1984)

(a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

(b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

(End of clause)

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)

(a) Except as provided in (b) of this clause, the Contractor shall not enter into any agreement with an actual or prospective subcontractor, nor otherwise act in any manner, which has or may have the effect of restricting sales by such subcontractors directly to the Government of any item or process (including computer software) made or furnished by the subcontractor under this contract or under any follow-on production contract.

(b) The prohibition in (a) of this clause does not preclude the Contractor from asserting rights that are otherwise authorized by law or regulation.

(c) The Contractor agrees to incorporate the substance of this clause, including this paragraph (c), in all subcontracts under this contract which exceed \$100,000.

52.203-7 ANTI-KICKBACK PROCEDURES. (JUL 1995)

(a) Definitions.

"Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

"Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

"Prime contract," as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

"Prime Contractor," as used in this clause, means a person who has entered into a prime contract with the United States.

"Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

"Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

"Subcontractor," as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

"Subcontractor employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) The Anti-Kickback Act of 1986 (41 U.S.C. 51-58) (the Act), prohibits any person from -

(1) Providing or attempting to provide or offering to provide any kickback;

(2) Soliciting, accepting, or attempting to accept any kickback; or

(3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)(1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.

(2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Department of Justice.

(3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.

(4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold, from sums owed a subcontractor under the prime contract, the amount of any kickback. The Contracting Officer may order the monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, the Prime Contractor shall notify the Contracting Officer when the monies are withheld.

(5) The Contractor agrees to incorporate the substance of this clause, including this subparagraph (c)(5) but

excepting subparagraph (c)(1), in all subcontracts under this contract which exceed \$100,000.

52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of Section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal Year 1996 (Pub. L. 104-106), the Government may--

(1) Cancel the solicitation, if the contract has not yet been awarded or issued; or

(2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

(A) Exchanging the information covered by such subsections for anything of value; or

(B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsections 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(End of clause)

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of subsection 27 (a), (b), or (c) of the Office of Federal Procurement Policy Act, as amended (41 U.S.C. 423), as implemented in section 3.104 of the Federal Acquisition Regulation.

(b) The price or fee reduction referred to in paragraph (a) of this clause shall be--

(1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;

(2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or "fee floor" specified in the contract;

(3) For cost-plus-award-fee contracts--

- (i) The base fee established in the contract at the time of contract award;
- (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.

(4) For fixed-price-incentive contracts, the Government may--

- (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
- (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

(5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.

(c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the Act by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.

(d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)

(a) Definitions.

"Agency," as used in this clause, means executive agency as defined in 2.101.

"Covered Federal action," as used in this clause, means any of the following Federal actions:

- (1) The awarding of any Federal contract.
- (2) The making of any Federal grant.
- (3) The making of any Federal loan.
- (4) The entering into of any cooperative agreement.
- (5) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

"Indian tribe" and "tribal organization," as used in this clause, have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B) and include Alaskan Natives.

"Influencing or attempting to influence," as used in this clause, means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government," as used in this clause, means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency," as used in this clause, includes the following individuals who are employed by an agency:

- (1) An individual who is appointed to a position in the Government under Title 5, United States Code, including a position under a temporary appointment.
- (2) A member of the uniformed services, as defined in subsection 101(3), Title 37, United States Code.
- (3) A special Government employee, as defined in section 202, Title 18, United States Code.
- (4) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, Title 5, United States Code, appendix 2.

"Person," as used in this clause, means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit, or not for profit. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Reasonable compensation," as used in this clause, means, with respect to a regularly employed officer or employee of any person, compensation that is consistent with the normal compensation for such officer or employee for work that is not furnished to, not funded by, or not furnished in cooperation with the Federal Government.

"Reasonable payment," as used in this clause, means, with respect to professional and other technical services, a payment in an amount that is consistent with the amount normally paid for such services in the private sector.

"Recipient," as used in this clause, includes the Contractor and all subcontractors. This term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed," as used in this clause, means, with respect to an officer or employee of a person requesting or receiving a Federal contract, an officer or employee who is employed by such person for at least 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract. An officer or employee who is employed by such person for less than 130 working days within 1 year immediately preceding the date of the submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

State, as used in this clause, means a State of the United States, the District of Columbia, or an outlying area of the United States, an agency or instrumentality of a State, and multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibitions.

(1) Section 1352 of Title 31, United States Code, among other things, prohibits a recipient of a Federal contract, grant, loan, or cooperative agreement from using appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract; the making of any Federal grant; the making of any Federal loan; the entering into of any cooperative agreement; or the modification of any Federal contract, grant, loan, or cooperative agreement.

(2) The Act also requires Contractors to furnish a disclosure if any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a Federal contract, grant, loan, or cooperative agreement.

(3) The prohibitions of the Act do not apply under the following conditions:

(i) Agency and legislative liaison by own employees.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action if the payment is for agency and legislative liaison activities not directly related to a covered Federal action.

(B) For purposes of subdivision (b)(3)(i)(A) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(C) The following agency and legislative liaison activities are permitted at any time where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency the qualities and characteristics (including individual demonstrations) of the person's products or services, conditions or terms of sale, and service capabilities.

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(D) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action--

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Pub. L. 95-507, and subsequent amendments.

(E) Only those services expressly authorized by subdivision (b)(3)(i)(A) of this clause are permitted under this clause.

(ii) Professional and technical services.

(A) The prohibition on the use of appropriated funds, in subparagraph (b)(1) of this clause, does not apply in the case of--

(1) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(2) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(B) For purposes of subdivision (b)(3)(ii)(A) of this clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline. For example, drafting of a legal document accompanying a bid or proposal by a lawyer is allowable. Similarly, technical advice provided by an engineer on the performance or operational capability of a piece of equipment rendered directly in the negotiation of a contract is allowable. However, communications with the intent to influence made by a professional (such as a licensed lawyer) or a technical person (such as a licensed accountant) are not allowable under this section unless they provide advice and analysis directly applying their professional or technical expertise and unless the advice or analysis is rendered directly and solely in the preparation, submission or negotiation of a covered Federal action. Thus, for example, communications with the intent to influence made by a lawyer that do not provide legal advice or analysis directly and solely related to the legal aspects of his or her client's proposal, but generally advocate one proposal over another are not allowable under this section because the lawyer is not providing professional legal services. Similarly, communications with the intent to influence made by an engineer providing an engineering analysis prior to the preparation or submission of a bid or proposal are not allowable under this section since the engineer is providing technical services but not directly in the preparation, submission or negotiation of a covered Federal action.

(C) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation and any other requirements in the actual award documents.

(D) Only those services expressly authorized by subdivisions (b)(3)(ii)(A)(1) and (2) of this clause are permitted under this clause.

(E) The reporting requirements of FAR 3.803(a) shall not apply with respect to payments of reasonable compensation made to regularly employed officers or employees of a person.

(c) Disclosure.

(1) The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB standard form LLL, Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds.

(2) The Contractor shall file a disclosure form at the end of each calendar quarter in which there occurs any event that materially affects the accuracy of the information contained in any disclosure form previously filed by such person under subparagraph (c)(1) of this clause. An event that materially affects the accuracy of the information reported includes--

(i) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or

- (ii) A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or
- (iii) A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.
- (3) The Contractor shall require the submittal of a certification, and if required, a disclosure form by any person who requests or receives any subcontract exceeding \$100,000 under the Federal contract.
- (4) All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. Each subcontractor certification shall be retained in the subcontract file of the awarding Contractor.
- (d) Agreement. The Contractor agrees not to make any payment prohibited by this clause.
- (e) Penalties.
 - (1) Any person who makes an expenditure prohibited under paragraph (a) of this clause or who fails to file or amend the disclosure form to be filed or amended by paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
 - (2) Contractors may rely without liability on the representation made by their subcontractors in the certification and disclosure form.
 - (f) Cost allowability. Nothing in this clause makes allowable or reasonable any costs which would otherwise be unallowable or unreasonable. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any other provision.
- (End of clause)

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)

(a) Definitions. As used in this clause--

“Postconsumer material” means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of “recovered material.” For paper and paper products, postconsumer material means “postconsumer fiber” defined by the U.S. Environmental Protection Agency (EPA) as--

- (1) Paper, paperboard, and fibrous materials from retail stores, office buildings, homes, and so forth, after they have passed through their end-usage as a consumer item, including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards; and used cordage; or
- (2) All paper, paperboard, and fibrous materials that enter and are collected from municipal solid waste; but not
- (3) Fiber derived from printers' over-runs, converters' scrap, and over-issue publications.

“Printed or copied double-sided” means printing or reproducing a document so that information is on both sides of a sheet of paper.

“Recovered material,” for paper and paper products, is defined by EPA in its Comprehensive Procurement Guideline as “recovered fiber” and means the following materials:

(1) Postconsumer fiber; and

(2) Manufacturing wastes such as--

(i) Dry paper and paperboard waste generated after completion of the papermaking process (that is, those manufacturing operations up to and including the cutting and trimming of the paper machine reel into smaller rolls or rough sheets) including: envelope cuttings, bindery trimmings, and other paper and paperboard waste resulting from printing, cutting, forming, and other converting operations; bag, box, and carton manufacturing wastes; and butt rolls, mill wrappers, and rejected unused stock; and

(ii) Repulped finished paper and paperboard from obsolete inventories of paper and paperboard manufacturers, merchants, wholesalers, dealers, printers, converters, or others.

(b) In accordance with Section 101 of Executive Order 13101 of September 14, 1998, Greening the Government through Waste Prevention, Recycling, and Federal Acquisition, the Contractor is encouraged to submit paper documents, such as offers, letters, or reports, that are printed or copied double-sided on recycled paper that meet minimum content standards specified in Section 505 of Executive Order 13101, when not using electronic commerce methods to submit information or data to the Government.

(c) If the Contractor cannot purchase high-speed copier paper, offset paper, forms bond, computer printout paper, carbonless paper, file folders, white wove envelopes, writing and office paper, book paper, cotton fiber paper, and cover stock meeting the 30 percent postconsumer material standard for use in submitting paper documents to the Government, it should use paper containing no less than 20 percent postconsumer material. This lesser standard should be used only when paper meeting the 30 percent postconsumer material standard is not obtainable at a reasonable price or does not meet reasonable performance standards.

(End of clause)

52.204-7 CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and

(2) The Government has validated all mandatory data fields and has marked the record "Active".

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and

complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(g)(1)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

(End of clause)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JUL 1995)

(a) The Government suspends or debar Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of the \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principles, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor's knowledge of the reasons for the subcontractor being on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion on the List of

Parties Excluded from Federal Procurement and Nonprocurement Programs.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of clause)

52.215-2 AUDIT AND RECORDS--NEGOTIATION (JUN 1999)

(a) As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

(b) Examination of costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

(c) Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to--

- (1) The proposal for the contract, subcontract, or modification;
- (2) The discussions conducted on the proposal(s), including those related to negotiating;
- (3) Pricing of the contract, subcontract, or modification; or
- (4) Performance of the contract, subcontract or modification.

(d) Comptroller General--(1) The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

(2) This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Reports. If the Contractor is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating (1) the effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports and (2) the data reported.

(f) Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a), (b), (c), (d), and (e) of this clause, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in Subpart 4.7, Contractor Records Retention, of the Federal Acquisition Regulation (FAR), or for any longer period required by statute or by

other clauses of this contract. In addition--

(1) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

(2) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

(g) The Contractor shall insert a clause containing all the terms of this clause, including this paragraph (g), in all subcontracts under this contract that exceed the simplified acquisition threshold, and--

(1) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;

(2) For which cost or pricing data are required; or

(3) That require the subcontractor to furnish reports as discussed in paragraph (e) of this clause.

The clause may be altered only as necessary to identify properly the contracting parties and the Contracting Officer under the Government prime contract.

(End of clause)

52.215-8 ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT (OCT 1997)

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order:

(a) The Schedule (excluding the specifications).

(b) Representations and other instructions.

(c) Contract clauses.

(d) Other documents, exhibits, and attachments.

(e) The specifications.

(End of clause)

52.215-11 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) This clause shall become operative only for any modification to this contract involving a pricing adjustment expected to exceed the threshold for submission of cost or pricing data at FAR 15.403-4, except that this clause does not apply to any modification if an exception under FAR 15.403-1 applies.

(b) If any price, including profit or fee, negotiated in connection with any modification under this clause, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or

pricing data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost or Pricing Data, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction. This right to a price reduction is limited to that resulting from defects in data relating to modifications for which this clause becomes operative under paragraph (a) of this clause.

(c) Any reduction in the contract price under paragraph (b) of this clause due to defective data from a prospective subcontractor that was not subsequently awarded the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which--

(1) The actual subcontract; or

(2) The actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided, that the actual subcontract price was not itself affected by defective cost or pricing data.

(d)(1) If the Contracting Officer determines under paragraph (b) of this clause that a price or cost reduction should be made, the Contractor agrees not to raise the following matters as a defense:

(i) The Contractor or subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete, and current cost or pricing data had been submitted.

(ii) The Contracting Officer should have known that the cost or pricing data in issue were defective even though the Contractor or subcontractor took no affirmative action to bring the character of the data to the attention of the Contracting Officer.

(iii) The contract was based on an agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.

(iv) The Contractor or subcontractor did not submit a Certificate of Current Cost or Pricing Data.

(2)(i) Except as prohibited by subdivision (d)(2)(ii) of this clause, an offset in an amount determined appropriate by the Contracting Officer based upon the facts shall be allowed against the amount of a contract price reduction if--

(A) The Contractor certifies to the Contracting Officer that, to the best of the Contractor's knowledge and belief, the Contractor is entitled to the offset in the amount requested; and

(B) The Contractor proves that the cost or pricing data were available before the "as of" date specified on its Certificate of Current Cost or Pricing Data, and that the data were not submitted before such date.

(ii) An offset shall not be allowed if--

(A) The understated data were known by the Contractor to be understated before the "as of" date specified on its Certificate of Current Cost or Pricing Data; or

(B) The Government proves that the facts demonstrate that the contract price would not have increased in the amount to be offset even if the available data had been submitted before the "as of" date specified on its Certificate of Current Cost or Pricing Data.

(e) If any reduction in the contract price under this clause reduces the price of items for which payment was made prior to the date of the modification reflecting the price reduction, the Contractor shall be liable to and shall pay the United States at the time such overpayment is repaid--

(1) Simple interest on the amount of such overpayment to be computed from the date(s) of overpayment to the Contractor to the date the Government is repaid by the Contractor at the applicable underpayment rate effective for each quarter prescribed by the Secretary of the Treasury under 26 U.S.C. 6621(a)(2); and

A penalty equal to the amount of the overpayment, if the Contractor or subcontractor knowingly submitted cost or pricing data that were incomplete, inaccurate, or noncurrent.

(End of clause)

52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS (OCT 1997)

(a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data for modifications under this contract, for price adjustments expected to exceed the threshold set forth at FAR 15.403-4 on the date of the agreement on price or the date of the award, whichever is later, the Contractor may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable--

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Information on modifications of contracts or subcontracts for commercial items. (A) If--

(1) The original contract or subcontract was granted an exception from cost or pricing data requirements because the price agreed upon was based on adequate price competition or prices set by law or regulation, or was a contract or subcontract for the acquisition of a commercial item; and

(2) The modification (to the contract or subcontract) is not exempted based on one of these exceptions, then the Contractor may provide information to establish that the modification would not change the contract or subcontract from a contract or subcontract for the acquisition of a commercial item to a contract or subcontract for the acquisition of an item other than a commercial item.

(B) For a commercial item exception, the Contractor shall provide, at a minimum, information on prices at which the same item or similar items have previously been sold that is adequate for evaluating the reasonableness of the price of the modification. Such information may include--

(1) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities.

(2) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market.

(3) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The Contractor grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this clause, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Contractor's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the Contractor is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The Contractor shall submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before award (except for unpriced actions), the Contractor shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of clause)

52.217-5 EVALUATION OF OPTIONS (JUL 1990)

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).

(End of provision)

52.217-6 OPTION FOR INCREASED QUANTITY (MAR 1989)

The Government may increase the quantity of supplies called for in the Schedule at the unit price specified. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days**. Delivery of the added items shall continue at the same rate as the like items called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-7 OPTION FOR INCREASED QUANTITY--SEPARATELY PRICED LINE ITEM (MAR 1989)

The Government may require the delivery of the numbered line item, identified in the Schedule as an option item, in the quantity and at the price stated in the Schedule. The Contracting Officer may exercise the option by written notice to the Contractor within **90 days of completion of contract**. Delivery of added items shall continue at the same rate that like items are called for under the contract, unless the parties otherwise agree.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 90 days completion of contract.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 90 days of end of period of performance; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 90 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 3 years.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2004)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) Evaluation preference. (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except-

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference;

(ii) Otherwise successful offers from small business concerns;

(iii) Otherwise successful offers of eligible products under the Trade Agreements Act when the dollar threshold for application of the Act is exceeded (see 25.402 of the Federal Acquisition Regulation (FAR)); and

(iv) Otherwise successful offers where application of the factor would be inconsistent with a Memorandum of Understanding or other international agreement with a foreign government.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) A concern that is both a HUBZone small business concern and a small disadvantaged business concern will receive the benefit of both the HUBZone small business price evaluation preference and the small disadvantaged business price evaluation adjustment (see FAR clause 52.219-23). Each applicable price evaluation preference or adjustment shall be calculated independently against an offeror's base offer.

These individual preference amounts shall be added together to arrive at the total evaluated price for that offer.

(c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraph (d) of this clause do not apply if the offeror has waived the evaluation preference.

___ Offeror elects to waive the evaluation preference.

(d) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than procurement from a nonmanufacturer of such supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(e) A HUBZone joint venture agrees that in the performance of the contract, the applicable percentage specified in paragraph (d) of this clause will be performed by the HUBZone small business participant or participants.

(f) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned

small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

Definitions. As used in this contract--

HUBZone small business concern means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

Small business concern means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

Small disadvantaged business concern means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, subpart B;

(2) No material change in disadvantaged ownership and control has occurred since its certification;

(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net).

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

Women-owned small business concern means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

52.222-3 CONVICT LABOR (JUN 2003)

(a) Except as provided in paragraph (b) of this clause, the Contractor shall not employ in the performance of this contract any person undergoing a sentence of imprisonment imposed by any court of a State, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands.

(b) The Contractor is not prohibited from employing persons--

(1) On parole or probation to work at paid employment during the term of their sentence;

(2) Who have been pardoned or who have served their terms; or

(3) Confined for violation of the laws of any of the States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, or the U.S. Virgin Islands who are authorized to work at paid employment in the community under the laws of such jurisdiction, if--

(i) The worker is paid or is in an approved work training program on a voluntary basis;

(ii) Representatives of local union central bodies or similar labor union organizations have been consulted;

(iii) Such paid employment will not result in the displacement of employed workers, or be applied in skills, crafts, or trades in which there is a surplus of available gainful labor in the locality, or impair existing contracts for services;

(iv) The rates of pay and other conditions of employment will not be less than those paid or provided for work of a similar nature in the locality in which the work is being performed; and

(v) The Attorney General of the United States has certified that the work-release laws or **regulations** of the jurisdiction involved are in conformity with the requirements of Executive Order 11755, as amended by Executive Orders 12608 and 12943.

(End of clause)

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

(a) Segregated facilities, as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

(b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.

(c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

(End of clause)

52.222-26 EQUAL OPPORTUNITY (APR 2002)

(a) Definition. United States, as used in this clause, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with paragraphs (b)(1) through (b)(11) of this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(5) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(7) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(8) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(9) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(10) The Contractor shall include the terms and conditions of subparagraphs (b)(1) through (11) of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(11) The Contractor shall take such action with respect to any subcontract or purchase order as the contracting officer may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(c) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)

(a) Definitions. As used in this clause--

All employment openings means all positions except executive and top management, those positions that will be filled from within the Contractor's organization, and positions lasting 3 days or less. This term includes full-time employment, temporary employment of more than 3 days duration, and part-time employment.

Executive and top management means any employee--

- (1) Whose primary duty consists of the management of the enterprise in which the individual is employed or of a customarily recognized department or subdivision thereof;
- (2) Who customarily and regularly directs the work of two or more other employees;
- (3) Who has the authority to hire or fire other employees or whose suggestions and recommendations as to the hiring or firing and as to the advancement and promotion or any other change of status of other employees will be given particular weight;
- (4) Who customarily and regularly exercises discretionary powers; and
- (5) Who does not devote more than 20 percent or, in the case of an employee of a retail or service establishment, who does not devote more than 40 percent of total hours of work in the work week to activities that are not directly and closely related to the performance of the work described in paragraphs (1) through (4) of this definition. This paragraph (5) does not apply in the case of an employee who is in sole charge of an establishment or a physically separated branch establishment, or who owns at least a 20 percent interest in the enterprise in which the individual is employed.

Other eligible veteran means any other veteran who served on active duty during a war or in a campaign or expedition for which a campaign badge has been authorized.

Positions that will be filled from within the Contractor's organization means employment openings for which the Contractor will give no consideration to persons outside the Contractor's organization (including any affiliates, subsidiaries, and parent companies) and includes any openings the Contractor proposes to fill from regularly established "recall" lists. The exception does not apply to a particular opening once an employer decides to consider applicants outside of its organization.

Qualified special disabled veteran means a special disabled veteran who satisfies the requisite skill, experience, education, and other job-related requirements of the employment position such veteran holds or desires, and who, with or without reasonable accommodation, can perform the essential functions of such position.

Special disabled veteran means--

- (1) A veteran who is entitled to compensation (or who but for the receipt of military retired pay would be entitled to compensation) under laws administered by the Department of Veterans Affairs for a disability--
 - (i) Rated at 30 percent or more; or
 - (ii) Rated at 10 or 20 percent in the case of a veteran who has been determined under 38 U.S.C. 3106 to have a serious employment handicap (i.e., a significant impairment of the veteran's ability to prepare for, obtain, or retain employment consistent with the veteran's abilities, aptitudes, and interests); or
- (2) A person who was discharged or released from active duty because of a service-connected disability.

Veteran of the Vietnam era means a person who--

- (1) Served on active duty for a period of more than 180 days and was discharged or released from active duty with other than a dishonorable discharge, if any part of such active duty occurred--
 - (i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or
 - (ii) Between August 5, 1964, and May 7, 1975, in all other cases; or

(2) Was discharged or released from active duty for a service-connected disability if any part of the active duty was performed--

(i) In the Republic of Vietnam between February 28, 1961, and May 7, 1975; or

(ii) Between August 5, 1964, and May 7, 1975, in all other cases.

(b) General. (1) The Contractor shall not discriminate against the individual because the individual is a special disabled veteran, a veteran of the Vietnam era, or other eligible veteran, regarding any position for which the employee or applicant for employment is qualified. The Contractor shall take affirmative action to employ, advance in employment, and otherwise treat qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans without discrimination based upon their disability or veterans' status in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

(iii) Rate of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeship, and on-the-job training under 38 U.S.C. 3687, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor shall comply with the rules, regulations, and relevant orders of the Secretary of Labor issued under the Vietnam Era Veterans' Readjustment Assistance Act of 1972 (the Act), as amended (38 U.S.C. 4211 and 4212).

(c) Listing openings. (1) The Contractor shall immediately list all employment openings that exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract, and including those occurring at an establishment of the Contractor other than the one where the contract is being performed, but excluding those of independently operated corporate affiliates, at an appropriate local public employment service office of the State wherein the opening occurs. Listing employment openings with the U.S. Department of Labor's America's Job Bank shall satisfy the requirement to list jobs with the local employment service office.

(2) The Contractor shall make the listing of employment openings with the local employment service office at least concurrently with using any other recruitment source or effort and shall involve the normal obligations of placing a bona fide job order, including accepting referrals of veterans and nonveterans. This listing of employment openings does not require hiring any particular job applicant or hiring from any particular group of job applicants and is not intended to relieve the Contractor from any requirements of Executive orders or regulations concerning nondiscrimination in employment.

(3) Whenever the Contractor becomes contractually bound to the listing terms of this clause, it shall advise the State public employment agency in each State where it has establishments of the name and location of each hiring location in the State. As long as the Contractor is contractually bound to these terms and has so advised the State agency, it need not advise the State agency of subsequent contracts. The Contractor may advise the State agency when it is no longer bound by this contract clause.

(d) Applicability. This clause does not apply to the listing of employment openings that occur and are filled outside the 50 States, the District of Columbia, the Commonwealth of Puerto Rico, the Commonwealth of the Northern Mariana Islands, American Samoa, Guam, the Virgin Islands of the United States, and Wake Island.

(e) Postings. (1) The Contractor shall post employment notices in conspicuous places that are available to employees and applicants for employment.

(2) The employment notices shall--

(i) State the rights of applicants and employees as well as the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants who are special disabled veterans, veterans of the Vietnam era, and other eligible veterans; and

(ii) Be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance Programs, Department of Labor (Deputy Assistant Secretary of Labor), and provided by or through the Contracting Officer.

(3) The Contractor shall ensure that applicants or employees who are special disabled veterans are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled veteran, or may lower the posted notice so that it can be read by a person in a wheelchair).

(4) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement, or other contract understanding, that the Contractor is bound by the terms of the Act and is committed to take affirmative action to employ, and advance in employment, qualified special disabled veterans, veterans of the Vietnam era, and other eligible veterans.

(f) Noncompliance. If the Contractor does not comply with the requirements of this clause, the Government may take appropriate actions under the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(g) Subcontracts. The Contractor shall insert the terms of this clause in all subcontracts or purchase orders of \$25,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Deputy Assistant Secretary of Labor to enforce the terms, including action for noncompliance.

(End of clause)

52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)

(a) General. (1) Regarding any position for which the employee or applicant for employment is qualified, the Contractor shall not discriminate against any employee or applicant because of physical or mental disability. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified individuals with disabilities without discrimination based upon their physical or mental disability in all employment practices such as--

(i) Recruitment, advertising, and job application procedures;

(ii) Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff, and rehiring;

(iii) Rates of pay or any other form of compensation and changes in compensation;

(iv) Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

(v) Leaves of absence, sick leave, or any other leave;

(vi) Fringe benefits available by virtue of employment, whether or not administered by the Contractor;

(vii) Selection and financial support for training, including apprenticeships, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

(viii) Activities sponsored by the Contractor, including social or recreational programs; and

(ix) Any other term, condition, or privilege of employment.

(2) The Contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor (Secretary) issued under the Rehabilitation Act of 1973 (29 U.S.C. 793) (the Act), as amended.

(b) Postings. (1) The Contractor agrees to post employment notices stating--

(i) The Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified individuals with disabilities; and

(ii) The rights of applicants and employees.

(2) These notices shall be posted in conspicuous places that are available to employees and applicants for employment. The Contractor shall ensure that applicants and employees with disabilities are informed of the contents of the notice (e.g., the Contractor may have the notice read to a visually disabled individual, or may lower the posted notice so that it might be read by a person in a wheelchair). The notices shall be in a form prescribed by the Deputy Assistant Secretary for Federal Contract Compliance of the U.S. Department of Labor (Deputy Assistant Secretary) and shall be provided by or through the Contracting Officer.

(3) The Contractor shall notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Section 503 of the Act and is committed to take affirmative action to employ, and advance in employment, qualified individuals with physical or mental disabilities.

(c) Noncompliance. If the Contractor does not comply with the requirements of this clause, appropriate actions may be taken under the rules, regulations, and relevant orders of the Secretary issued pursuant to the Act.

(d) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$10,000 unless exempted by rules, regulations, or orders of the Secretary. The Contractor shall act as specified by the Deputy Assistant Secretary to enforce the terms, including action for noncompliance.

(End of clause)

(a) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The number of disabled veterans and the number of veterans of the Vietnam era in the workforce of the contractor by job category and hiring location; and

(2) The total number of new employees hired during the period covered by the report, and of that total, the number of disabled veterans, and the number of veterans of the Vietnam era.

(b) The above items shall be reported by completing the form entitled "Federal Contractor Veterans' Employment Report VETS-100."

(c) Reports shall be submitted no later than September 30 of each year beginning September 30, 1988.

(d) The employment activity report required by paragraph (a)(2) of this clause shall reflect total hires during the most recent 12-month period as of the ending date selected for the employment profile report required by paragraph (a)(1) of this clause. Contractors may select an ending date: (1) As of the end of any pay period during the period January through March 1st of the year the report is due, or (2) as of December 31, if the contractor has previous written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(e) The count of veterans reported according to paragraph (a) of this clause shall be based on voluntary disclosure. Each Contractor subject to the reporting requirements at 38 U.S.C. 4212 shall invite all disabled veterans and veterans of the Vietnam era who wish to benefit under the affirmative action program at 38 U.S.C. 4212 to identify themselves to the Contractor. The invitation shall state that the information is voluntarily provided; that the information will be kept confidential; that disclosure or refusal to provide the information will not subject the applicant or employee to any adverse treatment; and that the information will be used only in accordance with the regulations promulgated under 38 U.S.C. 4212.

(f) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary.

(End of clause)

52.222-44 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT--PRICE ADJUSTMENT (FEB 2002)

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with--

(1) An increased or decreased wage determination applied to this contract by operation of law; or

(2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

(End of clause)

52.223-5 POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003)

(a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

“Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.”

(b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).

(c) The Contractor shall provide all information needed by the Federal facility to comply with the following:

(1) The emergency planning reporting requirements of section 302 of EPCRA.

(2) The emergency notice requirements of section 304 of EPCRA.

(3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.

(4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.

(5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.

(6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

(End of clause)

52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

(a) Definitions. As used in this clause --

"Controlled substance" means a controlled substance in schedules I through V of section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

"Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

"Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession, or use of any controlled substance.

"Drug-free workplace" means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

"Employee" means an employee of a Contractor directly engaged in the performance of work under a Government contract. "Directly engaged" is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.

"Individual" means an offeror/contractor that has no more than one employee including the offeror/contractor.

(b) The Contractor, if other than an individual, shall-- within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration--

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about--

(i) The dangers of drug abuse in the workplace;

(ii) The Contractor's policy of maintaining a drug-free workplace;

(iii) Any available drug counseling, rehabilitation, and employee assistance programs; and

(iv) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph (b)(1) of this clause;

(4) Notify such employees in writing in the statement required by subparagraph (b)(1) of this clause that, as a condition of continued employment on this contract, the employee will--

(i) Abide by the terms of the statement; and

(ii) Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring

in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under subdivision (b)(4)(ii) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under subdivision (b)(4)(ii) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

(i) Taking appropriate personnel action against such employee, up to and including termination; or

(ii) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs (b)(1) through (b)(6) of this clause.

(c) The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

(d) In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraph (b) or (c) of this clause may, pursuant to FAR 23.506, render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

(End of clause)

52.227-1 AUTHORIZATION AND CONSENT (JUL 1995)

(a) The Government authorizes and consents to all use and manufacture, in performing this contract or any subcontract at any tier, of any invention described in and covered by a United States patent (1) embodied in the structure or composition of any article the delivery of which is accepted by the Government under this contract or (2) used in machinery, tools, or methods whose use necessarily results from compliance by the Contractor or a subcontractor with (i) specifications or written provisions forming a part of this contract or (ii) specific written instructions given by the Contracting Officer directing the manner of performance. The entire liability to the Government for infringement of a patent of the United States shall be determined solely by the provisions of the indemnity clause, if any, included in this contract or any subcontract hereunder (including any lower-tier subcontract), and the Government assumes liability for all other infringement to the extent of the authorization and consent hereinabove granted.

(b) The Contractor agrees to include, and require inclusion of, this clause, suitably modified to identify the parties, in all subcontracts at any tier for supplies or services (including construction, architect-engineer services, and materials, supplies, models, samples, and design or testing services expected to exceed the simplified acquisition threshold (however, omission of this clause from any subcontract, including those at or below the simplified acquisition threshold, does not affect this authorization and consent.)

(End of clause)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 1996)

(a) The Contractor shall report to the Contracting Officer, promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) In the event of any claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed under this contract, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Such evidence and information shall be furnished at the expense of the Government except where the Contractor has agreed to indemnify the Government.

3. The Contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier for supplies or services (including construction and architect-engineer subcontracts and those for material, supplies, models, samples, or design or testing services) expected to exceed the simplified acquisition threshold at (FAR) 2.101 to exceed the dollar amount set forth in 13.000 of the Federal Acquisition Regulation (FAR).

(End of clause)

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

(a) As used in this clause--

"Contract date" means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

"All applicable Federal, State, and local taxes and duties" means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed Federal tax" means any new or increased Federal excise tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date. It does not include social security tax or other employment taxes.

"After-relieved Federal tax" means any amount of Federal excise tax or duty, except social security or other employment taxes, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Local taxes includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

(b) The contract price includes all applicable Federal, State, and local taxes and duties.

(c) The contract price shall be increased by the amount of any after-imposed Federal tax, provided the Contractor warrants in writing that no amount for such newly imposed Federal excise tax or duty or rate increase was included in the contract price, as a contingency reserve or otherwise.

(d) The contract price shall be decreased by the amount of any after-relieved Federal tax.

(e) The contract price shall be decreased by the amount of any Federal excise tax or duty, except social security or other employment taxes, that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.

(f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(g) The Contractor shall promptly notify the Contracting Officer of all matters relating to any Federal excise tax or duty that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.

(h) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

52.232-1 PAYMENTS (APR 1984)

The Government shall pay the Contractor, upon the submission of proper invoices or vouchers, the prices stipulated in this contract for supplies delivered and accepted or services rendered and accepted, less any deductions provided in this contract. Unless otherwise specified in this contract, payment shall be made on partial deliveries accepted by the Government if--

(a) The amount due on the deliveries warrants it; or

(b) The Contractor requests it and the amount due on the deliveries is at least \$1,000 or 50 percent of the total contract price.

(End of clause)

52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

(a) Discounts for prompt payment will not be considered in the evaluation of offers. However, any offered discount will form a part of the award, and will be taken if payment is made within the discount period indicated in the offer by the offeror. As an alternative to offering a discount for prompt payment in conjunction with the offer, offerors awarded contracts may include discounts for prompt payment on individual invoices.

(b) In connection with any discount offered for prompt payment, time shall be computed from the date of the invoice. If the Contractor has not placed a date on the invoice, the due date shall be calculated from the date the designated billing office receives a proper invoice, provided the agency annotates such invoice with the date of receipt at the time of receipt. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or, for an electronic funds transfer, the specified payment date. When the discount date falls on a Saturday, Sunday, or legal holiday when Federal Government offices are closed and Government business is not expected to be conducted, payment may be made on the following business day.

(End of clause)

52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; provided, that this limitation shall not apply to--

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
 - (b) Withholdings not specifically provided for by this contract;
 - (c) The recovery of overpayments; and
 - (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.
- (End of clause)

52.232-11 EXTRAS (APR 1984)

Except as otherwise provided in this contract, no payment for extras shall be made unless such extras and the price therefore have been authorized in writing by the Contracting Officer.

(End of clause)

52.232-17 INTEREST (JUNE 1996)

(a) Except as otherwise provided in this contract under a Price Reduction for Defective Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481)) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid. reproduce, prepare derivative works, distribute copies to the public, and (b) Amounts shall be due at the earliest of the following dates:

- (1) The date fixed under this contract.
- (2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.
- (3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.
- (4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(End of clause)

52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

(a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence.

(b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.

(c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

(End of clause)

52.232-25 PROMPT PAYMENT (OCT 2003)

Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a)(4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) Invoice payments--(1) Due date. (i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a)(1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) Certain food products and other payments. (i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.

(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) Contractor's invoice. The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and contract line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) Interest penalty. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met, if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) Computing penalty amount. The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) Discounts for prompt payment. The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR part 1315.

(7) Additional interest penalty. (i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) Contract financing payment. If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) Fast payment procedure due dates. If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall immediately notify the Contracting Officer and request instructions for disposition of the overpayment.

(End of clause)

2003)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the Central Contractor Registration (CCR) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the CCR database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the CCR database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the CCR database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that

the assignee shall register separately in the CCR database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the CCR database.

(End of Clause)

52.233-1 DISPUTES. (JUL 2002)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) Claim, as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)(i) The contractors shall provide the certification specified in subparagraph (d)(2)(iii) of this clause when submitting any claim -

(A) Exceeding \$100,000; or

(B) Regardless of the amount claimed, when using -

(1) Arbitration conducted pursuant to 5 U.S.C. 575-580; or

(2) Any other alternative means of dispute resolution (ADR) technique that the agency elects to handle in

accordance with the Administrative Dispute Resolution Act (ADRA).

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the request.

(h) The Government shall pay interest on the amount found due and unpaid from (1) the date the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in (FAR) 48 CFR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

(End of clause)

52.233-3 PROTEST AFTER AWARD (AUG. 1996)

(a) Upon receipt of a notice of protest (as defined in FAR 33.101) or a determination that a protest is likely (see FAR 33.102(d)), the Contracting Officer may, by written order to the Contractor, direct the Contractor to stop performance of the work called for by this contract. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Upon receipt of the final decision in the protest, the Contracting Officer shall either--

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled either before or after a final decision in the protest, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if--

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to an adjustment within 30 days after the end of the period of work stoppage; provided, that if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon a proposal at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

(e) The Government's rights to terminate this contract at any time are not affected by action taken under this clause.

(f) If, as the result of the Contractor's intentional or negligent misstatement, misrepresentation, or miscertification, a protest related to this contract is sustained, and the Government pays costs, as provided in FAR 33.102(b)(2) or 33.104(h)(1), the Government may require the Contractor to reimburse the Government the amount of such costs. In addition to any other remedy available, and pursuant to the requirements of Subpart 32.6, the Government may collect this debt by offsetting the amount against any payment due the Contractor under any contract between the Contractor and the Government.

(End of clause)

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

United States law will apply to resolve any claim of breach of this contract.

(End of clause)

52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

(End of clause)

52.237-3 CONTINUITY OF SERVICES (JAN 1991)

- (a) The Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another contractor, may continue them. The Contractor agrees to (1) furnish phase-in training and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- (b) The Contractor shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to 90 days after this contract expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- (c) The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct onsite interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- (d) The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

(End of clause)

52.242-13 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(End of clause)

52.243-1 CHANGES--FIXED-PRICE (APR 1984)

- (a) The Contracting Officer may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one or more of the following:
- (1) Drawings, designs, or specifications when the supplies to be furnished are to be specially manufactured for the Government in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- (b) If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part

of the work under this contract, whether or not changed by the order, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(c) The Contractor must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(d) If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Contracting Officer shall have the right to prescribe the manner of the disposition of the property.

(e) Failure to agree to any adjustment shall be a dispute under the Disputes clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

(End of clause)

52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

(a) The Contractor shall select subcontractors (including suppliers) on a competitive basis to the maximum practical extent consistent with the objectives and requirements of the contract.

(b) If the Contractor is an approved mentor under the Department of Defense Pilot Mentor-Protege Program (Pub. L. 101-510, section 831 as amended), the Contractor may award subcontracts under this contract on a noncompetitive basis to its proteges.

(End of clause)

52.246-25 LIMITATION OF LIABILITY--SERVICES (FEB 1997)

(a) Except as provided in paragraphs (b) and (c) below, and except to the extent that the Contractor is expressly responsible under this contract for deficiencies in the services required to be performed under it (including any materials furnished in conjunction with those services), the Contractor shall not be liable for loss of or damage to property of the Government that (1) occurs after Government acceptance of services performed under this contract, and (2) results from any defects or deficiencies in the services performed or materials furnished.

(b) The limitation of liability under paragraph (a) above shall not apply when a defect or deficiency in, or the Government's acceptance of, services performed or materials furnished results from willful misconduct or lack of good faith on the part of any of the Contractor's managerial personnel. The term "Contractor's managerial personnel," as used in this clause, means the Contractor's directors, officers, and any of the Contractor's managers, superintendents, or equivalent representatives who have supervision or direction of--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant, laboratory, or separate location at which the contract is being performed; or

(3) A separate and complete major industrial operation connected with the performance of this contract.

(c) If the Contractor carries insurance, or has established a reserve for self-insurance, covering liability for loss or damage suffered by the Government through the Contractor's performance of services or furnishing of materials

under this contract, the Contractor shall be liable to the Government, to the extent of such insurance or reserve, for loss of or damage to property of the Government occurring after Government acceptance of, and resulting from any defects and deficiencies in, services performed or materials furnished under this contract.

(End of clause)

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

(a) The Government may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the Government's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date.

(b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:

(1) Stop work as specified in the notice.

(2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.

(3) Terminate all subcontracts to the extent they relate to the work terminated.

(4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.

(5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification will be final for purposes of this clause.

(6) As directed by the Contracting Officer, transfer title and deliver to the Government (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (b)(6) of this clause; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(c) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

(d) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.

(e) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.

(f) Subject to paragraph (e) of this clause, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid or remaining to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (g) or paragraph (g) of this clause, exclusive of costs shown in subparagraph (g)(3) of this clause, may not exceed the total contract price as reduced by (1) the amount of payments previously made and (2) the contract price of work not terminated. The contract shall be modified, and the Contractor paid the agreed amount. Paragraph (g) of this clause shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.

(g) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination of work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (f) of this clause:

(1) The contract price for completed supplies or services accepted by the Government (or sold or acquired under subparagraph (b)(9) of this clause) not previously paid for, adjusted for any saving of freight and other charges.

(2) The total of--

(i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) of this clause;

(ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subdivision (g)(2)(i) of this clause; and

(iii) A sum, as profit on subdivision (g)(2)(i) of this clause, determined by the Contracting Officer under 49.202 of the Federal Acquisition Regulation, in effect on the date of this contract, to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subdivision (iii) and shall reduce the settlement to reflect the indicated rate of loss.

(3) The reasonable costs of settlement of the work terminated, including--

- (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
- (ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and
- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (h) Except for normal spoilage, and except to the extent that the Government expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (g) of this clause, the fair value, as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the Government or to a buyer.
- (i) The cost principles and procedures of Part 31 of the Federal Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.
- (j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (e), (g), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal or request for equitable adjustment within the time provided in paragraph (e) or (l), respectively, and failed to request a time extension, there is no right of appeal.
- (k) In arriving at the amount due the Contractor under this clause, there shall be deducted--
 - (1) All unliquidated advance or other payments to the Contractor under the terminated portion of this contract;
 - (2) Any claim which the Government has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the Government.
- (l) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within 90 days from the effective date of termination unless extended in writing by the Contracting Officer.
- (m)(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.
- (n) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the Government, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, microphotographs, or other authentic reproductions may be maintained instead of original records and documents.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

(a)(1) The Government may, subject to paragraphs (c) and (d) of this clause, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to--

- (i) Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- (ii) Make progress, so as to endanger performance of this contract (but see subparagraph (a)(2) of this clause); or
- (iii) Perform any of the other provisions of this contract (but see subparagraph (a)(2) below).

(2) The Government's right to terminate this contract under subdivisions (a)(1)(ii) and (1)(iii) of this clause, may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the Contracting Officer) after receipt of the notice from the Contracting Officer specifying the failure.

(b) If the Government terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Contracting Officer considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the Government for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

(c) Except for defaults of subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God or of the public enemy, (2) acts of the Government in either its sovereign or contractual capacity, (3) fires, (4) floods, (5) epidemics, (6) quarantine restrictions, (7) strikes, (8) freight embargoes, and (9) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

(d) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required delivery schedule.

(e) If this contract is terminated for default, the Government may require the Contractor to transfer title and deliver to the Government, as directed by the Contracting Officer, any (1) completed supplies, and (2) partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (collectively referred to as "manufacturing materials" in this clause) that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Contracting Officer, the Contractor shall also protect and preserve property in its possession in which the Government has an interest.

(f) The Government shall pay contract price for completed supplies delivered and accepted. The Contractor and Contracting Officer shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The Government may withhold from these amounts any sum the Contracting Officer determines to be necessary to protect the Government against loss because of outstanding liens or claims of former lien holders.

(g) If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Government.

(h) The rights and remedies of the Government in this clause are in addition to any other rights and remedies provided by law or under this contract.

(End of clause)

52.252-4 ALTERATIONS IN CONTRACT (APR 1984)

Portions of this contract are altered as follows:

At time of award

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

(a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, provided there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.

(b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.

4. If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

(End of clause)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991)

(a) "Definition. Contracting officer's representative" means an individual designated in accordance with subsection 201.602-2 of the Defense Federal Acquisition Regulation Supplement and authorized in writing by the contracting officer to perform specific technical or administrative functions.

(b) If the Contracting Officer designates a contracting officer's representative (COR), the Contractor will receive a copy of the written designation. It will specify the extent of the COR's authority to act on behalf of the contracting officer. The COR is not authorized to make any commitments or changes that will affect price, quality, quantity, delivery, or any other term or condition of the contract.

(End of clause)

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (MAR 1999)

(a) Definitions. As used in this clause—

(1) “Arising out of a contract with the DoD” means any act in connection with—

(i) Attempting to obtain;

(ii) Obtaining, or

(iii) Performing a contract or first-tier subcontract of any agency, department, or component of the Department of Defense (DoD).

(2) “Conviction of fraud or any other felony” means any conviction for fraud or a felony in violation of state or Federal criminal statutes, whether entered on a verdict or plea, including a plea of *nolo contendere*, for which sentence has been imposed.

(3) “Date of conviction” means the date judgment was entered against the individual.

(b) Any individual who is convicted after September 29, 1988, of fraud or any other felony arising out of a contract with the DoD is prohibited from serving--

(1) In a management or supervisory capacity on any DoD contract or first-tier subcontract;

(2) On the board of directors of any DoD contractor or first-tier subcontractor;

(3) As a consultant, agent, or representative for any DoD contractor or first-tier subcontractor; or

(4) In any other capacity with the authority to influence, advise, or control the decisions of any DoD contractor or subcontractor with regard to any DoD contract or first-tier subcontract.

(c) Unless waived, the prohibition in paragraph (b) of this clause applies for not less than 5 years from the date of conviction.

(d) 10 U.S.C. 2408 provides that a defense contractor or first-tier subcontractor shall be subject to a criminal penalty of not more than \$500,000 if convicted of knowingly—

(1) Employing a person under a prohibition specified in paragraph (b) of this clause; or

(2) Allowing such a person to serve on the board of directors of the contractor or first-tier subcontractor.

(e) In addition to the criminal penalties contained in 10 U.S.C. 2408, the Government may consider other available remedies, such as—

(1) Suspension or debarment;

(2) Cancellation of the contract at no cost to the Government; or

(3) Termination of the contract for default.

(f) The Contractor may submit written requests for waiver of the prohibition in paragraph (b) of this clause to the Contracting Officer. Requests shall clearly identify—

- (1) The person involved;
- (2) The nature of the conviction and resultant sentence or punishment imposed;
- (3) The reasons for the requested waiver; and
- (4) An explanation of why a waiver is in the interest of national security.

(g) The Contractor agrees to include the substance of this clause, appropriately modified to reflect the identity and relationship of the parties, in all first-tier subcontracts exceeding the simplified acquisition threshold in Part 2 of the Federal Acquisition Regulation, except those for commercial items or components.

(h) Pursuant to 10 U.S.C. 2408(c), defense contractors and subcontractors may obtain information as to whether a particular person has been convicted of fraud or any other felony arising out of a contract with the DoD by contacting The Office of Justice Programs, The Denial of Federal Benefits Office, U.S. Department of Justice, telephone (202) 616-3507.

(End of clause)

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless--

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

(End of clause)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) Unless the Government determines that there is a compelling reason to do so, the Contractor shall not enter into any subcontract in excess of \$25,000 with a firm, or subsidiary of a firm, that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country.

(b) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering

into a subcontract with a party that is identified, on the List of Parties Excluded from Federal Procurement and Nonprocurement Programs, as being ineligible for the award of Defense contracts or subcontracts because it is owned or controlled by the government of a terrorist country. The notice must include the name of the proposed subcontractor notwithstanding its inclusion on the List of Parties Excluded From Federal Procurement and Nonprocurement Programs.

(End of clause)

252.231-7000 SUPPLEMENTAL COST PRINCIPLES (DEC 1991)

When the allowability of costs under this contract is determined in accordance with part 31 of the Federal Acquisition Regulation (FAR), allowability shall also be determined in accordance with part 231 of the Defense FAR Supplement, in effect on the date of this contract.

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (JAN 2004)

(a) Definitions. As used in this clause--

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using one of the electronic forms provided for in paragraph (b) of this clause.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests using one of the following electronic forms:

(1) Wide Area WorkFlow-Receipt and Acceptance (WAWF-RA). Information regarding WAWF-RA is available on the Internet at <https://wawf.eb.mil>.

(2) Web Invoicing System (WInS). Information regarding WInS is available on the Internet at <https://ecweb.dfas.mil>.

(3) American National Standards Institute (ANSI) X.12 electronic data interchange (EDI) formats.

(i) Information regarding EDI formats is available on the Internet at <http://www.X12.org>.

(ii) EDI implementation guides are available on the Internet at <http://www.dfas.mil/ecedi>.

(4) Another electronic form authorized by the Contracting Officer.

(c) If the Contractor is unable to submit a payment request in electronic form, or DoD is unable to receive a payment request in electronic form, the Contractor shall submit the payment request using a method mutually agreed to by the Contractor, the Contracting Officer, the contract administration office, and the payment office.

(d) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7004 DOD PROGRESS PAYMENT RATES (OCT 2001)

(a) If the contractor is a small business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefined Contract Actions) to 90 percent.

(c) If the contractor is a small disadvantaged business concern, the Progress Payments clause of this contract is modified to change each mention of the progress payment rate and liquidation rate (excepting paragraph (k), Limitations on Undefined Contract Actions) to 95 percent.

(End of clause)

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991)

When costs are a factor in any price adjustment under this contract, the contract cost principles and procedures in FAR part 31 and DFARS part 231, in effect on the date of this contract, apply.

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENT (MAR 1998)

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including--

(1) Cost or pricing data if required in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Information other than cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to----

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustment under an incentive provision of the contract.

Section J Appendixes

Appendix A - Announcing the 2004-2005 Seattle District Leadership Development Program

Appendix B - Glossary of Definitions

Appendix C - Quality Assurance Surveillance Plan and Checklist

Appendix D – N/A

Appendix E - The Seattle District Mission

Appendix F - Chain of Command

Appendix G - Suggested And Required Reading List

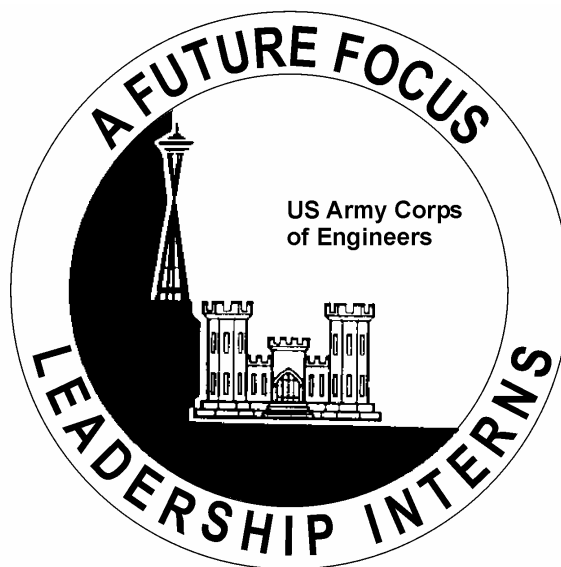
Appendix H - Guidelines for Team Projects

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ANNOUNCING THE

2004 - 2005

**SEATTLE DISTRICT
LEADERSHIP DEVELOPMENT
PROGRAM**



What the Leadership Development Program Did for Me

"In all honesty, I never thought that I was "good enough" for this program! Then one day, I was asked to consider it. When I applied, I truly didn't believe that I would stand a chance at being selected, but I was! My year as an LDP member was by far the most rewarding year of my career!!! Do not limit yourself from ever taking the opportunity to better yourself. I encourage anyone, regardless of position or grade to apply for this wonderful learning and growing experience and opportunity... Not only did I gain knowledge and understanding of what Leadership was truly all about, it was the learning about one's self that made me look at myself differently in order to become a better Leader. The icing on the cake... was meeting the other eleven individuals and forming a very special bond with each of them and I know our friendships will last a lifetime! Believe me... you will never be sorry for taking that chance like I did!

--Pam Gumaer

"For me the LDP offered me an opportunity to find the faults within myself. It has made for a more enriched communication exchange between all of those that I come in contact with. Finding yourself in a different light other than that of which you perceived is a little bit unnerving, but the outcome of that adventure has been a new adventure in itself. Most of all, meeting new people whom I don't normally have to interact with, exchanging ideas, learning about the sides of the Corps that I never saw and generally getting a better overall view of the Corps. Viewing things not as you used to, but from all sides before making a decision has helped me to make better decisions at work and at home. The opportunity was what I deem one of those "lifetime opportunities". If you get the chance, take it!! You will be better off in the end!

--William Boyle

"LDP has given me the permission and freedom to participate in a variety of opportunities and learning experiences, that otherwise I probably would not have been able to pursue, while holding down a full time job. This year has been great fun meeting new people, making new friendships and sharing new adventures and challenges!

--Vicky Silcox

"The Leadership Development Program provided me with the focus I needed in understanding myself, my career, working with others, and the Corps. The real benefit comes from self-reflection and a desire to better yourself.

-- Jim Jacobson

"The LDP class helped me become aware of my leadership style and strengths and how to work with those to maximize my potential as a leader. I've learned how to adjust my communication style so that I can best be heard by my audience. By learning how to motivate and encourage enlightened outlooks for my team members, I can add more value on teams. Through meetings with senior leaders, I've had the opportunity to

explore how decisions are made at the Corps and become more familiar with our culture. Our class has flexibility in what you choose to focus on, so you can spend time on both personal leadership growth and understanding of the Corps community depending on your interests. The most valuable part of the class has been the opportunity to establish connections with other folks in the district which helps our district become better integrated. All in all, it is time well spent.

-- Kym Takasaki

“What the LDP did for me was to allow me to explore the role of a leader and expand my knowledge of the Corps. Some examples of the many things I am learning are to know the differences between working group vs. team, manager vs. leader and the power of focusing on one's strengths while managing one's weaknesses. So as I learn the traits that make up an effective team, I can then foster those characteristics with the people work. And one of the best parts of LDP is building relationships with the other members of the group.

-- Patty Miller

“What the LDP did for me was enable me to better balance my work and personal goals so that I can feel both my work and home lives are rewarding and meaningful, without sacrificing one for the other. It also exposed me to other great people working within the Corps. I have an extensive network of colleagues and friends to draw upon for support and guidance.

-- Lori Morris

“The program offered an opportunity for "guided contemplation" of what I do well and what I could improve, how it matters to me, to my team members, and the District. An outstanding opportunity was offered to speak directly with leaders at the District, Division, SES and the Chief of Engineers on topics of importance to our present and future. I emerged with a greater ability to understand myself in both my work and private life, and to make opportunities to grow in both of them.

- John Wakeman

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OVERVIEW

The Seattle District Leadership Development Program (formerly named the Seattle District Management Intern Program) is a part-time, year long, multi-faceted leadership and management development program. The LDP includes an analysis of one's leadership style, guided preparation of an Individual Development Plan (IDP), attendance at graduate-level classes, field visits to other Corps offices and customers, attendance at District Executive Team meetings and other forums of interest, participation on team projects, briefings by the Commander, and a mentoring relationship with a Corps member of one's choice.

BACKGROUND

The LDP was designed in direct response to the need to systematically develop the leadership skills of the Seattle District's current and future leaders. The LDP is based on the premise that while some people are "born leaders", the vast majority of leaders are grown and developed. The commitment of the Commander and District executives to leadership development is reflected in the direct involvement of these leaders in many components of the LDP. The transfer of an orientation towards success, organizational culture and interrelationships that our current leaders have cultivated over a period of years is facilitated through various LDP activities.

The first seventeen Leadership Development classes, to date, have included women and men, ages 29-54, serving in grades GS-7 through GS-15 (and equivalent skilled trades and crafts grades), with Federal service ranging from 1 to 33 years. Participation has included employees from Mud Mountain Dam, Albeni Falls Dam, Chief Joseph Dam, Spokane Area Office, Ft. Lewis Area Office, Hiram M. Chittenden Locks, and the District Office. The LDP is open to all career fields. Employees selected thus far have been from a diversity of disciplines, including engineering, architecture, biology, program and project management, computer specialist, community planner, contracting, EEO, law, human resources, power plant operator, public affairs, administrative officer, real estate, information management, outdoor recreation, power plant mechanic, management analysis, hydrology, lock and dam operations, program analysis, park management and budget analysis fields. A steering committee headed by Mark Ohlstrom manages the LDP.

GOALS

- Identify and develop a pool of high potential leaders for the Corps to draw upon in the future.
- Develop awareness and understanding of the visions and values of current Corps of Engineers leaders.

- Increase awareness of the culture and protocol of the Seattle District and the corporate Corps as a whole.
- Assist Leadership Interns in clarifying and establishing their own values.
- Provide a forum for future leaders to exchange ideas, understandings and appreciation for organizations and disciplines within the District.
- Foster group dynamics among Leadership Interns that will improve communication with the District across organizational lines.
- Provide a district-wide, focused approach to effective management methods and standards of competence.
- Provide career enhancement through increased self-awareness, improved skills and a broadened understanding of District activities.
- Forward understanding of the Corps Strategic Vision, Guide to the Future and Project Management Business Process.
- Differentiate between leadership and management skills and understand the need for both sets of skills.
- Foster the goals of the District's Equal Employment Opportunity Program.

TARGET AUDIENCE

The target audience for the 2004-2005 LDP includes Seattle District employees who are serving in, or have clearly demonstrated potential for advancement to, leadership positions and are likely to make a substantial long-term contribution to the Corps.

PROGRAM FEATURES

GROUP SIZE

Ten to 12 employees, selected from among field activities and the District Office, participate on a voluntary basis in the LDP. The schedule of program activities will be tailored to meet the group and individual needs of selected participants, taking into consideration their duty stations. Among the options for employees with duty stations outside of Seattle are temporary

reassignment to the District Office or monthly travel to Seattle to participate in program activities.

DURATION

The program spans a 13-month period, beginning in June of 2004 and concluding in June of 2005. Employees participate on a part-time basis while assigned to their regular positions. Among the major activities:

- A one-day orientation session.
- An initial two-day retreat focusing on self-analysis and preparation of an Individual Development Plan (IDP).
- 80 hours of formal graduate-level leadership training.
- A two-day mid-year retreat.
- Participation in an online collaboration area.
- 40-50 hours of field visits.
- 20 to 40 hours of attendance at senior staff meetings, briefings, discussions with mentors and special events.
- 100-200 hours participating on team projects.
- One day closing retreat for reflection and refocusing of Individual Development Plans (IDPs).

Leadership Interns can expect to contribute approximately 200-300 hours of their own time for evening meetings, reading and studying, and working on team projects. Leadership Interns are typically away from their work areas an average of six hours in any workweek. Site visits and work on team projects may result in absences from work areas for up to a week at a time.

PROGRAM MANAGEMENT

- A Leadership Development Steering Committee appointed by the District Executive Team manages the LDP, advising participants and the program administrator, as well as establishing an internal website to maintain historical and current documents on the program.

- The Leadership Development Steering Committee selects a qualified university or consultant to administer the LDP.
- The District Training Officer in the Information Management Office maintains liaison with the consultant and Leadership Development Steering Committee and provides administrative support.
- A Leadership Development Selection Panel, comprised of Division and Office Chiefs, reviews applications and makes recommendations to the Commander.
- The Commander selects the LDP participants and maintains contact with the Leadership Interns throughout the year.

PROGRAM COMPONENTS

ONE- DAY ORIENTATION

The year's activities begin with a one-day orientation. The orientation provides an opportunity for the Leadership Interns, LDP Administrator, and members of the Leadership Development Committee to get acquainted and to discuss respective roles and responsibilities. A brief history of the program is provided. The Leadership Interns have an opportunity to identify their expectations for the year and begin developing the norms and structures that will help them function as a team. They also begin planning the initial retreat.

INITIAL RETREAT

The LDP commences with a two-day "live-in" retreat. Time at the retreat is devoted primarily to lectures, small group discussions and personal introspection and self-analysis on leadership effectiveness. Under the guidance of a specialist in leadership, the Leadership Interns explore the components of leadership, analyze individual leadership styles and begin preparing an Individual Development Plan (IDP). The retreat also provides the Leadership Interns and the LDP Administrator with an opportunity to get better acquainted and to plan many facets of the year's activities.

MID-YEAR RETREAT

The mid-year retreat provides an opportunity for off-site reflection, instruction and feedback to participants. Participants often engage in a day using "Open Space Technology" to design their own learning agenda and discussions.

FIELD VISITS

To gain a better appreciation for field operations, the Leadership Interns will design their own field trip that may include, but is not limited to construction and operating project offices, as well as other agencies, during the summer months. They receive leadership tips from front-line field managers who face varied challenges in their daily operations while representing the Corps to our customers and the community. In the words of one Leadership Intern: "...the people we met at the projects and field offices were most impressive to me. They are true leaders. Yes, standing inside a 25 foot diameter penstock at Chief Joseph Dam is also impressive but the people are more outstanding yet." Goals are to gain a regional understanding of issues that we face in our Division, to gain a corporate perspective, to learn best practices from other organizations similar to the Corps of Engineers, and to build the Leadership Development team.

CORE LEARNING CURRICULUM

Leadership Interns have an active voice in determining which topics will be studied. The following is a list of potential topics:

- Leadership
- Interpersonal Communications
- Decision Making
- Managing Change
- Performance Evaluation/Management
- Coaching/Counseling/Mentoring Skills
- Building Effective Team Skills
- Conflict Management and Resolution
- Ethics
- Presentation Techniques
- Systems Thinking
- Federal Budget Process
- Time and Priority Management

DISTRICT LEADERSHIP

To provide insight into executive level decision-making, Leadership Interns attend District Staff Meetings. The District Engineer provides special briefings on topics of interest, conducts round table discussions with the Leadership Interns and meets one-on-one with individual Leadership Interns during the year. As events permit, Leadership Interns meet with visiting dignitaries, such as the Division Engineer, officials from HQUSACE and customer agency officials.

LEADERSHIP OPPORTUNITIES

In addition to studying leadership, during the course of the year there are many opportunities for the Leadership Interns to practice and demonstrate their leadership skills as they organize Leadership Development activities and work on team projects.

MENTORING

It is the rare leader, manager or executive who did not receive valuable help along the path of career development from one or more mentors. For this reason, each Leadership Intern will participate in a mentoring relationship with a Corps member of his/her choice. The mentor will serve as a counselor, information provider, friendly critic, interpreter of organizational policies and politics, sounding board and link to the pulse of the organization.

TEAM PROJECTS

Leadership “theory” and “practice” meet face-to-face as the Leadership Interns form teams to work on projects that focus on challenges and opportunities facing the Seattle District. The teams identify projects and advocates, develop project proposals, identify required resources, develop timelines, gain approvals, prepare project reports and recommendations and brief the Commander and District leaders.

YEAR- END RETREAT

The year’s activities conclude with a one-day retreat for additional reflection, introspection and planning for future personal development.

FUNDING

The District Executive Team (DET) arranges funding for tuition, which is approximately \$6,000 per Leadership Intern. Nominating organizations fund salaries and some costs associated with

site visits and team projects. All qualified employees will be considered for this training without regard to funding considerations in their organizations.

APPLICATION PROCEDURES

Employees in the target audience wishing consideration for the LDP are requested to submit the following documents, through supervisory channels, to **Lori Danielson, Knowledge Manager/Training Officer (206-764-6177)** by **16 April 2003**:

- The six-page application for 2004-2005 Seattle District LDP that is included with this announcement.
- A resume.
- In addition, employees with duty stations outside of Seattle please specify whether you would prefer a temporary reassignment to the District Office, monthly travel to Seattle or other suitable arrangements, all subject to the prior approval of the nominating Division/Office Chief.

Potential applicants in the Seattle-Tacoma area are encouraged to attend an informational briefing on the LDP that will be announced via e-mail "QuickRead."

Employees stationed outside the Seattle-Tacoma area who would like to receive a briefing are encouraged to contact Lori Danielson, (206) 764-6177 after receipt of this announcement. Several of our past and present Leadership Interns regularly travel to the field so it may be possible to arrange special briefings at operating project and construction offices.

EVALUATION AND SELECTION PROCESS

If the number of applications received significantly exceeds 20, the LDP Steering Committee will serve as a rating panel and will evaluate applications based on the following:

- Interest in participating in the LDP as evidenced by the written statement of interest.
- Ability and potential to lead and manage based on the applicant's written statement.
- Assessment of the appropriateness of Leadership Development training to applicant's occupation at this stage in his/her career-development.
- Commitment to engage in an intensive process of self-reflection and leadership development.
- Interest in engaging in collaboration and group processes dealing with organizational changes and issues.

Ratings will be based on information provided in the applications. The rating panel will identify a best-qualified group of approximately 20 candidates. Each applicant in the Best Qualified Group will be afforded the opportunity to meet with the Leadership Development Selection Panel for up to three minutes to express interest in the LDP. The Commander will make final selections. The criteria for the final selections are the same as above.

EQUAL EMPLOYMENT OPPORTUNITY

All members of the target audience will receive consideration for this developmental opportunity without regard to race, religion, color, national origin, sex, age, handicapping conditions, political affiliation or any other non-merit factor.

ACCOMMODATIONS FOR DISABLED EMPLOYEES

The U.S. Army Corps of Engineers makes every effort to ensure accessibility to our training programs by employees with disabilities. Please notify the Training Officer of any special provisions that may be necessary.

TIMETABLE

Informational Briefings	Several dates in March 2004
Application Deadline	16 April 2004
Applicants address the LDP Selection Panel	14 May 2004
Selections Announced	Week of 17 May 2004
Participation in Corps Day Program	TBD* (usually a Friday in mid-June)
Orientation Session	TBD (usually mid-June)
Initial Retreat	TBD (usually shortly after July 4 th)
Field Trip	TBD (usually 1 week in Aug or Sep)

* Dates will be announced in mid-March via QuickRead. The field trip dates will be finalized at the orientation session.

All applicants must understand that if selected for the LDP, they will be expected to participate in these events -- no exceptions. We urge applicants to review this timetable with family members/significant others to avoid possible conflicts with vacations and family events. Sunday or Friday evening travel may sometimes be needed to attend LDP activities scheduled for Mondays or Fridays.

INFORMATION AND ASSISTANCE

Questions may be directed to Lori Danielson at (206) 764-6177, IMO. An additional Point of Contact (POC) for assistance with the application materials is Mark Ohlstrom (206) 764-3457.

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM

2004-2005 Applicant Questionnaire Privacy Act Notice

Individuals asked or required to furnish personal information are advised of the following:

AUTHORITY: 5 U.S. Code 3302

PURPOSE AND USES: Your completed questionnaire will be reviewed solely in conjunction with the selection process for the Seattle District LDP.

EFFECTS OF NONDISCLOSURE: Personal information provided is given on a voluntary basis. Failure to do so, however, may result in ineligibility for participation in this training.

LEADERSHIP DEVELOPMENT PROGRAM APPLICATION

Applicant's Name (Last, First, Middle): _____.

Position Title, Series, Grade: _____.

Division or Separate Office: _____.

Office Symbol: _____ Telephone Number: _____.

INSTRUCTIONS FOR COMPLETING LDP APPLICATION

The purpose of this application is to gather information concerning your motivation for participating in the LDP and the degree to which you possess the abilities and potential required for success in the LDP. Please assemble your application package as follows and deliver it to Lori Danielson, Knowledge Manager/Training Officer by 16 April 2004.

1. **Include this page as your coversheet.**
2. Complete and attach the Statement of Interest sheet (Application Page 2).
3. Complete and attach the Ability to Lead sheet (Application Page 3).
4. Request your immediate supervisor to assist you in completing the Assessment of Appropriateness of Training to Occupation at this Stage in Career sheets (Application pages 4 and 5) and attach.
5. Sign the Certificate of Understanding sheet (Application Page 6), obtain required signatures and attach.
6. Attach your resume.
7. Field employees attach a statement regarding preference for a temporary reassignment to the District Office or monthly travel to Seattle.

Do not attach copies of awards, performance appraisals, letters of recommendation or other similar documents. If using ballpoint pen, only use black ink, as blue ink does not photocopy clearly.

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM

Statement of Interest in the Leadership Development Program

Instructions: Discuss in 300 words or less, why you want to be a participant in the Seattle District LDP.

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM

Ability to Lead

Instructions: Provide a synopsis of your background, including outside activities, which will show possession of the ability to lead and a specific recent accomplishment that you believe best reflects your possession of the ability.

BACKGROUND SYNOPSIS:

ACCOMPLISHMENT:

Problem or objective:

What I actually did and when (approximate dates):

What the outcome was:

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM
ASSESSMENT of APPROPRIATENESS of TRAINING to OCCUPATION
AT THIS STAGE IN CAREER

Applicant's Name (Last, First, Middle): _____

Instructions: The immediate supervisor, in consultation with the second level supervisor and Division or Office Chief, completes item one in the space provided. The applicant, immediate supervisor, second level supervisor and Chief of Division or Separate Office must complete item two.

1. Please describe the reasons why you believe this applicant would benefit from participation in the Seattle District LDP and how the Seattle District would benefit.

2. Please rate the extent to which the LDP is appropriate to the applicant's occupation at this stage in his/her career development. Explanations of "Critical" and "Not Appropriate" ratings are required.

Rater	Critical	Important	Desirable	Not Appropriate
Applicant				
Immediate Supervisor				
2nd Level Supervisor				
Chief, Div/Sep Office				

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM

**Continuation - Assessment of Appropriateness of Training to Occupation
At This Stage in Career**

3. Reasons for ratings of “Critical” and “Not Appropriate”:

Applicant:

Immediate Supervisor:

Second Level Supervisor:

Chief, Division or Separate Office:

Signature of Applicant: _____ Date: _____.

Immediate Supervisor: _____ Date: _____.

Second Level Supervisor: _____ Date: _____.

Chief, Div/Sep Office: _____ Date: _____.

Application Page 6 of 6

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM

Certificate of Understanding by Applicant's Supervisor/Managers

We fully understand that the nomination of an employee to the LDP carries with it a commitment to ensure that the employee's work schedule will be adjusted to permit full participation in all formally scheduled LDP activities. It is further understood that LDP activities will take priority over regular work performed by the employee.

Immediate Supervisor: _____ Date: _____.

Second Level Supervisor: _____ Date: _____.

Chief, Div/Sep Office: _____ Date: _____.

Certificate of Understanding by Applicant

I agree to fully participate in all Leadership Development activities including the completion of the Myers-Briggs Type Indicator and sharing of the results of this inventory and other formal feedback with the group, readings, reflective essays, team projects and other assigned work. I understand that I will be part of a learning group and responsible for supporting both my learning and that of the group. I also understand that I will be expected to devote an average of six hours a week of my own time for evening meetings, reading, studying, working on team projects, and travel to LDP events.

Further I have considered my expected workload for the coming year and have communicated with project managers/team members who may be impacted by my involvement in the LDP to allow maximum opportunity for planning to minimize any identified impacts to project execution.

Signature of Applicant: _____ Date: _____.

SEATTLE DISTRICT LEADERSHIP INTERNS*

Class of 2003-2004

Kathryn Carpenter Engineering/Construction Division	Michael Deering Engineering/Construction Division	Brandi Dennis-Pena Northwest Area Office, Engineering/Const. Div.
Mark Elkin Information Mgmt. Office	Christopher Gluck Programs, Planning & Project Mgmt. Division	Alan Hernandez Lake Washington Ship Canal, Operations Division
James Jacobson Programs, Planning & Project Mgmt. Division	Patricia Miller Operations Division	Patricia Robinson Programs, Planning & Project Mgmt. Division
Vicky Silcox Operations Division	Kymberly Takasaki Engineering/Construction Division	Linda Tokunaga Engineering/Construction Division

Class of 2002-2003

William Boyle Mud Mountain Dam, Operations Division	Ken Brunner Programs, Planning & Project Mgmt. Division	Miriam Gilmer-Bogh Programs, Planning & Project Mgmt. Division
Sharon Gonzalez Contracting Division	Pamela Gumaer Logistics Management Office	George Henry Engineering/Construction Division
Lori Morris Programs, Planning & Project Mgmt. Division	Mona Thomason Programs, Planning & Project Mgmt. Division	Marian Valentine Engineering/Construction Division

John Wakeman
Engineering/Construction
Division

Lauran Warner
Operations Division

Rick Werner
Chief Joseph Dam,
Operations Division

*Note: Organization affiliations at the time of participation in LDP

Class of 2001-2002

Richard Smith
Engineering/Construction
Division

T.J. Stetz
Operations Division

Joe Summers
Albeni Falls Dam

James Tyree
Engineering/Construction
Division

Brian Carter
Lake Washington Ship Canal

Mark Howard
Operations Division

David McCormack
Chief Joseph Dam

Brenda Bachman
Engineering/Construction
Division

George Hart
Programs, Planning & Project
Mgmt. Division

Nancy Beagle
Chief Joseph Dam

Steven Saepoff
Programs, Planning & Project
Mgmt. Division

Class of 2000-2001

Deborah Duncan
Engineering/Construction
Division

Doug Weber
Operations Division

Mark Ziminske
Programs, Planning & Project
Mgmt. Division

Debra Feay
Lake Washington Ship Canal

Mamie Brouwer
Engineering/Construction
Division

Kris Dillon
Resource Management Office

Ron Marsh
Office of Counsel

Lynn Daniels
Programs, Planning & Project
Mgmt. Division

Lonnie Reid-Pell
Operations Division

Heather Conklin
Engineering/Construction
Division

Mike Mahoney
Fort Lewis Area Office

Class of 1999-2000

Victor Ramos
Programs & Project
Management Division

Bernie Hargrave
Programs & Project
Division

Ken Brownell
Engineering/Construction

Jeffrey F. Dillon
Programs & Project
Management Division

Tom Lavender
Engineering/Construction
Division

Dru Butterfield
Operations Division

Lynn Forbes
Office of Counsel

Dennis Scalf
Engineering/Construction
Division

Bruce Sexauer
Programs & Project
Management Division

Pamela Amie
Engineering/Construction
Division

Greg Gervais
Engineering/Construction
Division

Muffy Walker
Operations Division

Class of 1998-1999

Shelley Barringer
Engineering/Construction
Division

Fred Brown
Engineering/Construction
Division

Beth Coffey
Programs & Project
Management Division

Lori Danielson
Information Management
Office

John Dirkman
Programs & Project
Management Division

Brent Dvorak
Engineering/Construction
Division

Kathy Hacker
Operations Division

Mark Jenson
Operations Division
Chief Joseph Project

Travis Shaw
Engineering/Construction
Division

Gary Smit
Operations Division
Chief Joseph Project

Stephanie Stirling
Operations Division

Anita Wong
Engineering/Construction
Division

Class of 1997-1998

Carrie Barnes
Info. Mgmt. Ofc.

Marney Mason
Info. Mgmt. Ofc.

Bill Thibadeau
Operations Division

Kimberly Calhoun
Construction

Kelly Morgan
Engineering Division

Rod Whiting
Chief Joseph Dam

Neil Jacobson
Chief Joseph Dam

Christian Yaden
Engineering Division

Corinne Murphy
Engineering Division

Kira Lynch
Engineering Division

Susan Smith Anderson
Human Resources Office

Pam Yorozu
Engineering Division

Class of 1996-1997 “Centennial Class”

Brian Applebury
Operations Division

Joseph Duncan
Real Estate Division

Kent Paul
Contracting Division

Richard Baker
Construction Division

William Moore
Resource Mgmt. Office

Audrey Shaw
Executive Office

Michael Bevins
Programs & Project Mgmt.

Karen Northup
Engineering Division

Olton Swanson
Engineering Division

Steven Dice
Information Mgmt. Office

Phil O'Dell
Engineering Division

Michael Redfield
Office of Counsel

Colonel Donald T. Wynn
Executive Office

Rick Conte
Executive Office

Class of 1995-1996

Dennis Fischer
Engineering Division

Kathy Kunz
Engineering Division

David Roden
Engineering Division

Wanda Gentry
Real Estate Division

Craig Lykins
Hiram Chittenden Locks

Les Soule
Engineering Division

Doris Goulet
Programs & Project Mgmt.

Mary Mitton
Contracting Division

Bill Twomey
Information Mgmt. Office

David Green
Engineering Division

Jon Olson
Mud Mountain Dam

Class of 1994-1995

Cheryl Anderson
Contracting Division

Alan Coburn
Programs & Project Mgmt.

Hiroshi Eto
Programs & Project Mgmt.

Patricia Graesser
Public Affairs Office

Kelly Gustafson
Operations Division

Edward Kutch
Engineering Division

Jefferey Laufle
Engineering Division

Leslie Malek
Information Mgmt. Office

Lawrence Mann
Engineering Division

Stephen Miller
Engineering Division

James Nakamoto
Engineering Division

Paul Reh
Construction Division

Class of 1993-1994

Arill Berg
Ft. Lewis Area Office

Sven Lie
Engineering Division

Cynthia Nielsen
Engineering Division

Derek Chow
Engineering Division

Jim Mahar
Information Mgmt. Office

Ed Reynolds
Chief Joseph Dam

Rose Espinoza
EEO Office

Rick Moshier
Engineering Division

Glen Singleton
Engineering Division

Diane Lake
Public Affairs Office

Ann Uhrich
Operations Division

Class of 1992-1993

Marianne Anderson
Information Mgmt. Office

Jill Gough
Engineering Division

Thomas Poole
Engineering Division

Steven Babcock
Engineering Division

Kathy LeProwse
Engineering Division

Doug Ramsey
Ft. Lewis Area Office

Ginny Dierich
Engineering Division

Anil Nisargand
Engineering Division

Bob VanMeer
Chief Joseph Dam Project

Denny Dodge
Spokane Area Office

Bob Parry
Operations Division

Class of 1991-1992

Patricia M. Bauccio
Information Mgmt. Office

Mark Ohlstrom
Engineering Division

Jim Waller
Programs & Project Mgmt.
Office

Christine Engler
Engineering Division

John Post
Hiram M. Chittenden Locks

Dawn Wiedmeier
Hiram M. Chittenden Locks

Lisa Kaiser
Engineering Division

Philip Stoa
Construction Division

Stephen Wright
Operations Division

Barbara Maciejewski
Programs & Project Mgmt. Division

Olton Swanson
Engineering Division

Class of 1990-1991

Michael Bowlus
Engineering Division

Henry Payne
Ft. Lewis Area Office

Robert Newbill
Operations Division

Vicki Green

Wayne Wagner

Susan Waidman

Contracting Division

Robert Monson
Engineering Division

Deborah Knaub
Operations Division

Engineering Division

Noel Gilbrough
Engineering Division

Public Affairs Office

Simon Yang
Value Engineering Office

Class of 1989-1990

Robert Beach
Engineering Division

L.E. Bender
Information Mgmt. Office

Ronald Bush
Engineering Division

Paul Komoroske
Operations Division

Patricia Dice
Real Estate Division

Steve Foster
Engineering Division

Lloyd Harlow
Ft. Lewis Area Office

Brad Luton
Engineering Division

Bob Rawson
Operations Division

Bill Winblade
Engineering Division

Class of 1988-1989

Larry Brown
Chief Joseph Dam Project

DiAnne Fuhrwerk
Personnel Office

Phyllis Nicholas
Ft. Lewis Area Office

Ernie Gomez, Jr.
Engineering Division

Mary Pritchard
Information Mgmt. Office

Doyle Saito
Spokane Area Office

James Clark
Engineering Division

Karen Northup
Operations Division

John Rogers
Construction Division

Frederick Weinmann
Engineering Division

Class of 1987-1988

Dwight Burns
Engineering Division

Siri Nelson
Office of Counsel

Thomas Mueller
Operations Division

John Haddick
Ft. Lewis Area Office

Sandra Simmons
Construction Division

Gerald Rice
Engineering Division

Lawrence Merkle
Engineering Division

Samuel Casne
Operations Division

John Welch
Engineering Division

Ernie Manjares
Construction Division

SEATTLE DISTRICT LEADERSHIP DEVELOPMENT PROGRAM STEERING COMMITTEE

Mark Ohlstrom
Engineering/Construction
Division

Karen Northup
Executive Office

Kathy LeProwse
PPMD

Lori Danielson
Information Mgmt. Office

Thomas Mueller
Operations Division

Diane Lake
Executive Office

Rose Espinoza
EEO Office

Judy Smith
EEO Office

Pam Gumaer,
Logistics Management Office

James Tyree
Information Mgmt. Office

Current LDP class
representative

**“WHAT THIRD WAVE EMPLOYERS INCREASINGLY
NEED...ARE MEN AND WOMEN WHO ACCEPT
RESPONSIBILITY, WHO UNDERSTAND HOW THEIR WORK
DOVETAILS WITH THAT OF OTHERS, WHO CAN HANDLE
EVER LARGER TASKS, WHO ADAPT SWIFTLY TO CHANGED
CIRCUMSTANCES, AND WHO ARE SENSITIVELY TUNED IN
TO THE PEOPLE AROUND THEM.”**

- Alvin Toffler, The Third Wave

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APPENDIX B

GLOSSARY OF DEFINITIONS

1. **Contract Program Administration:** This individual administers all aspects of the day-to-day operation of the Leadership Development Program (LDP) for the contractor and is responsible for: program planning, development and administration; coaching, counseling and advising interns; facilitating LDP activities; organizing the mentoring program; maintaining liaison with the LDP Steering Committee; and evaluating the effectiveness of program activities.
2. **Construction Offices:** The Seattle District Corps of Engineers is responsible for both military and civil works/environmental construction activities that are administered through construction offices. Examples include the Spokane Area Office, Spokane, WA, Eastern Environmental Resident Office, Coeur d'Alene, ID, and the Ft. Lewis Area Office, Tacoma, WA.
3. **Commander:** The "Chief Executive Officer" for the Seattle District Corps of Engineers is a Colonel who is known to the staff as the Commander and to the general public as the District Engineer.
4. **Contracting Officer (CO):** The Contracting Officer is a person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.
5. **Contracting Officer Representative (COR):** An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of designation.
6. **Contracting Officer Technical Representative (COTR):** An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of designation.
7. **Executive Leadership:** This term is used to refer to the chiefs of the divisions and separate offices that comprise the Seattle District Corps of Engineers. Examples would be the Chief, Construction Division; Chief, Real Estate Division; and Chief, Contracting Division. There are 20 executive level leaders in the Seattle District.
8. **Graduation Ceremony:** The year's activities culminate in a graduation ceremony that is conducted in mid-June. It has traditionally been conducted in the evening from 6 p.m. to 9 p.m. The purpose of the event is to recognize the achievements of the LDP members and to celebrate the success of the year's activities. LDP members, their significant others, LDP steering committee members, the executive leadership, mentors and supervisors of the LDP members are invited to participate in this fun-filled evening which includes speeches, a special dinner and presentation of graduation certificates by the Commander.

9. Leadership Development Program (LDP) Steering Committee: This committee consists of representatives from throughout the Seattle District who develop the overall goals, objectives and guidelines for the LDP. The LDP Steering Committee is the primary point of contact for the Contract Program Administrator and provides advice and assistance to the Contract Program Administrator. The LDP Steering Committee also serves as the link between the executive leadership, the interns, and the Contract Program Administrator. The LDP Steering Committee provides advice and assistance to the LDP members, and evaluates all phases of the Leadership Development Program.

10. Leadership Development Program Interns (or members): LDP interns are Seattle District employees who are currently serving in, or have been identified as having high potential for movement to, leadership or management positions and who have applied for and been competitively selected for the Leadership Development Program. They have ranged in age from the late twenties to early fifties. They are college educated, typically serving in grades GS-11 through GS-13, and come from a variety of career fields including science, engineering and administration.

11. Leadership Development Program Announcement: Each year the Leadership Development Program is announced to all employees through a competitive training opportunity announcement that describes the program and application procedures.

12. Mentors: Each LDP member selects a mentor who is a district manager or leader. The primary objective of the mentoring program is to assist the LDP members in broadening their knowledge of the culture of the organization, including formal and informal channels of communication and influence. Mentors are also available to listen, provide advice, assistance, moral support and consultation.

13. Northwestern Division: The Seattle District reports to the Northwestern Division, which in turn reports to Headquarters, US Army Corps of Engineers (see Appendix F).

14. Operating Project Office: The Seattle District operates projects such as dams and locks. These are referred to as operating projects. Examples include the Lake Washington Ship Canal and Chief Joseph Dam.

15. Quality Assurance Surveillance Plan (QASP): The Quality Assurance Surveillance Plan (QASP) is a Government-developed and applied document used to make sure that systematic quality assurance methods are used in the administration of Performance Based Service Contracts standards in this contract.

16. Seattle District: The Seattle District Corps of Engineers conducts environmental and engineering studies, prepares designs for and constructs military and civil works facilities; operates and maintains flood control, river, harbor and hydropower projects; administers the laws for protection and preservation of navigable waters and wetlands of the United States; acquires, manages and disposes of civil works and military real estate; assists the Environmental Protection Agency in administering the municipal wastewater treatment construction grants program; and performs emergency natural disaster services and other functions assigned by law.

17. Team Project: The team project functions as a focus for the information being provided by the classroom experts and a method of internalizing that information in a small group. This hands-on project requires participants to focus on a real issue. It challenges their knowledge of the environment in which the Corps functions, their innovation and creativity in generating possible solutions, their management awareness and skills in implementing alternative solutions and team effectiveness in developing the entire project. The Commander approves the projects and the LDP members brief him/her and the executive leadership on the results at the end of the LDP year. Senior managers serve as project advocates and guide and assist the interns. (See Appendix H.)

18. US Army Corps of Engineers: The Corps of Engineers is responsible for a wide range of civil and military engineering missions that include water resources management and design, and construction of a variety of structures. The agency employs approximately 30,000 and is headquartered in Washington D.C. The history of the Corps of Engineers is highlighted by such accomplishments as construction of the Panama Canal, development of the first atomic bomb, and construction of the St. Lawrence Seaway.

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APPENDIX C
Quality Assurance Surveillance Plan and Checklist

Leadership Development Program Contract

QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)
Leadership Development Program
Contract No. _____

1. PURPOSE

This Quality Assurance Surveillance Plan (QASP) is a Government developed and applied document used to make sure that systematic quality assurance methods are used in the administration of the Performance Based Service Contract (PBSC) standards included in this contract issued hereunder. The intent is to ensure that the Contractor performs in accordance with performance metrics set forth in the contract documents, that the Government receives the quality of services called for in the contract and that the Government only pays for the acceptable level of services received.

2. AUTHORITY

Authority for issuance of this QASP is provided under the Statement of Work, which provides for inspections and acceptance of the articles, services, and documentation called for in tasks to be accomplished by the Contracting Officer or his duly authorized representative.

3. SCOPE

To fully understand the roles and the responsibilities of the parties, it is important to first define the distinction in terminology between the Quality Control provided by the contractor and the Quality Assurance Surveillance Plan prepared and administered by the Government. The Contractor, and not the Government, is responsible for management and quality control actions necessary to meet the quality standards set forth by the contract. The Contractor develops and submits its Plan to control quality for the Government in compliance with its contract deliverables. Once accepted, the Contractor then uses the description of quality to guide and to rigorously document the implementation of the required management and quality control actions to achieve the specified results. The QASP on the other hand, is put in place to provide Government surveillance oversight of the Contractor's quality control efforts to assure that they are timely, effective and are delivering the results specified in the contract. The QASP is not a part of the contract nor is it intended to duplicate the Contractor's quality objectives.

The Government has provided the Contractor an informational copy of the QASP as an Attachment to the solicitation to support the Contractor's efforts in developing an approach to controlling quality and for providing the contractor an opportunity to comment and propose innovative solutions for the Government's QASP.

4. GOVERNMENT RESOURCES

The following definitions for Government resources are applicable to this plan:

Contracting Officer - A person duly appointed with the authority to enter into, administer, or terminate contracts and make related determinations and findings on behalf of the Government.

Contracting Officer Technical Representative (COTR) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COTR is the Contracting Officer. COTR limitations are contained in the written letter of designation.

Contracting Officer Representative (COR) - An individual designated in writing by the Contracting Officer to act as his authorized representative to assist in administering a contract. The source and authority for a COR is the Contracting Officer. COR limitations are contained in the written letter of designation.

5. RESPONSIBILITIES

The Government resources shall have responsibilities for the implementation of this QASP as follows:

Contracting Officer - The Contracting Officer ensures performance of all necessary actions for effective contracting, ensures compliance with the terms of the contract and safeguards the interests of the United States in the contractual relationship. It is the Contracting Officer that assures the Contractor receives impartial, fair, and equitable treatment under the contract. The Contracting Officer is ultimately responsible for the final determination of the adequacy of the Contractor's performance.

Contracting Officer Technical Representative - The COTR is responsible for technical administration of the project and assures proper Government surveillance of the Contractor's performance. The COTR is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

Contracting Officer Representative - The COR provides detailed administrative support to the COTR and the Contracting Officer with oversight of the Contractor's performance

and reports his or her findings to the Contracting Officer in a timely, complete and impartial fashion to support the COTR's administration activities. While the COR may serve as a direct conduit to provide Government guidance and feedback to the Contractor on administrative matters, he or she is not empowered to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Any changes that the Contractor deems may affect contract, price, terms, or conditions shall be referred to the Contracting Officer for action.

6. METHODS OF QA SURVEILLANCE

The below listed methods of surveillance shall be used in the administration of this QASP. In addition to specific instructions that may be mentioned, the appropriate and standardized form that is to be used for documentation of QA surveillance is the Surveillance Activity Checklist, included as an Attachment to this plan.

Participant Feedback - Participant feedback may be obtained either from the results of formal mid-year and post program evaluation surveys or from random feedback/complaints to the Steering Committee. Official feedback, to be considered valid, must set forth clearly to the COTR both verbally and in writing the detailed nature of the feedback/complaint. The COTR will maintain a summary log of all formally received participant feedback/complaints or remarks as well as a copy of each feedback/complaint or remark in a documentation file. The COTR will also keep the tabulated results of all feedback surveys on file and will enter the summary results into the Surveillance Activity Checklist.

100% Inspection - This level of inspection will be accomplished by monitoring and documentation. Each month, the COTR, or if so designated the appropriate Contracting Officer Representative, will review the generated documentation and enter summary results into the Surveillance Activity Checklist.

Periodic Monitoring - Periodic monitoring may be conducted at any time for the tasks that have been identified and included in this QASP. Periodic Monitoring will be performed by the COTR or by the Contracting Officer Representative, if so designated.

Random Monitoring - Random monitoring may be conducted at any time for the tasks that have been identified and included in this QASP. Random monitoring will be performed by the COTR or by the Contracting Officer Representative, if so designated.

Scheduled Monitoring - Scheduled monitoring may be conducted at the appropriate time for the task(s) that have been identified as once or twice per year events in the SOW. Scheduled monitoring will be performed by the COTR or by the Contracting Officer Representative, if so designated.

7. IDENTIFIED QA SURVEILLANCE TASKS

The following PBSC items are identified in support of the Leadership Development Program Contract Statement of Work to be applicable on a contract-wide basis and are to be monitored under this QASP as indicated in the attached Checklist.

For Each Contract Task:

Performance Requirement – As established by the CORPS

Performance Standard - As established by the CORPS

Method of Measurement – As established by the CORPS

Method of Surveillance – As established by the CORPS.

8. CONTRACT DISCREPANCY REPORT

The COTR will send the contractor a Contract Discrepancy Report (CDR) describing in detail the items identified in the Quality Assurance Surveillance Activity Checklist as defects. Defects for each activity will be defined at a face-to-face meeting with the COTR within the first month of the contract. The contractor shall submit a plan of action within five (5) calendar days of receipt of the CDR describing in detail the corrective action identified for each defect and the schedule when each defect will be corrected.

9. DOCUMENTATION

The COTR will, in addition to providing documentation to the Contracting Officer, maintain a complete Quality Assurance file. The file will contain copies of all reports, evaluations, recommendations, and any actions related to the Government's performance of the quality assurance function, including the originals of all Surveillance Activity Checklists and Contract Discrepancy Reports. All such records will be retained for the life of this contract. The COTR will forward these records to the Contracting Officer at termination or completion of the contract.

10. ATTACHMENTS

Attachment – Surveillance Activity Checklist

<i>Performance Requirement</i>	<i>Performance Standard</i>	<i>Method of Measurement</i>	<i>Method of Surveillance</i>	<i>Date Accomplished</i>	<i>Compliance (Exceeded, Met or Partially Met, Not Met)</i>
Implement Program in accordance with approved curriculum (4.1 and 4.2)	0 defects per month - Exceeded	Observations	Periodic Monitoring		
	1 defect per month - Met	Observations	Periodic Monitoring		
	2 defects per month - Partially Met	Observations	Periodic Monitoring		
	3 or more defects per month - Not Met	Observations	Periodic Monitoring		
Obtain 100% participation from participants unless formally excused (3.6.1) by Supervisor & Program Administrator	0 defects per month - Exceeded	Observations	Random Monitoring		
	1 defect per month - Met	Observations	Random Monitoring		
	2 defects per month - Partially Met	Observations	Random Monitoring		

	3 or more defects per month - Not Met	Observations	Random Monitoring
Provide timely feedback to the Steering Committee Chairperson	0 defects per month - Exceeded	Observations	Random Monitoring
	1 defect per month - Met	Observations	Random Monitoring
	2 defects per month - Partially Met	Observations	Random Monitoring
	3 or more defects per month - Not Met	Observations	Random Monitoring
Timely inclusion of the Administrator's Report with the monthly activity reports	0 defects per month - Exceeded	Observations	Periodic Monitoring
	1 defect per month - Met	Observations	Periodic Monitoring
	2 defects per month - Partially Met	Observations	Periodic Monitoring
	3 or more defects per month - Not Met	Observations	Periodic Monitoring
Submit Mid-Year Evaluation in a timely manner	0 defects per task - Met	Observations	Scheduled Monitoring

	1 defect per month - Partially Met	Observations	Scheduled Monitoring
	2 defects per month - Not Met	Observations	Scheduled Monitoring
Evaluate Leadership Readings for Compliance with SOW	0 defects per month - Exceeded	Observations	Participant Feedback
	1 defect per month - Met	Observations	Participant Feedback
	2 defects per month - Partially Met	Observations	Participant Feedback
	3 or more defects per month - Not Met	Observations	Participant Feedback
Evaluate success of Mentoring Program	0 defects per month - Exceeded	Observations	100% Inspection
	1 defect per month - Met	Observations	100% Inspection
	2 defects per month - Partially Met	Observations	100% Inspection

	3 or more defects per month - Not Met	Observations	100% Inspection
Evaluate Progress and Success of Team Projects	0 defects per month - Exceeded	Observations	100% Inspection
	1 defect per month - Met	Observations	100% Inspection
	2 defects per month - Partially Met	Observations	100% Inspection
	3 or more defects per month - Not Met	Observations	100% Inspection
Successful Progress of LDAP for each participant	0 defects per month - Exceeded	Observations	100% Inspection
	1 defect per month - Met	Observations	100% Inspection
	2 defects per month - Partially Met	Observations	100% Inspection
	3 or more defects per month - Not Met	Observations	100% Inspection
Projects and maintains an image that reflects favorably upon the Corps	0 defects per month - Exceeded	Observations	100% Inspection

1 defect per month - Met	Observations	100% Inspection
2 defects per month - Partially Met	Observations	100% Inspection
3 or more defects per month - Not Met	Observations	100% Inspection

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APPENDIX E

The Seattle District Mission

Our mission is to Provide Engineer Products and Services to the Army, Air Force, and the Nation.

The District's mission is to always provide quality services to our customers for the benefit of the nation:

- To manage and execute engineering, construction, environmental remediation and real estate programs.
- To provide installation and facility support to the armed forces.
- To provide a ready response capability for national security and natural disasters.
- To investigate, develop, maintain and restore the nation's water and environmental resources.
- To operate and maintain projects for flood control, safe navigation, hydropower and navigation.
- To administer laws and regulations for managing the nation's water and associated resources.

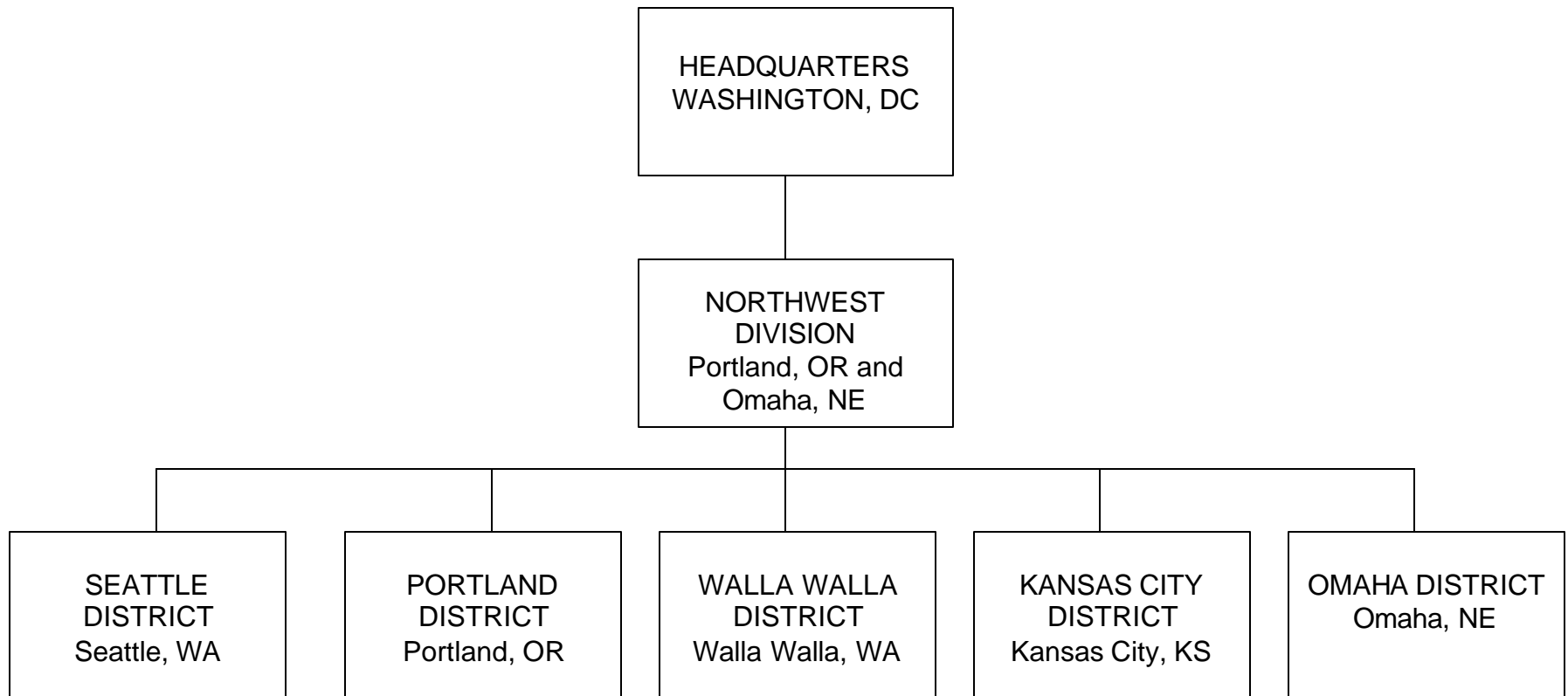
The Seattle District Vision

- World's premier engineering organization.
- Trained and ready to provide support anytime, anyplace.
- A full spectrum Engineer Force of high quality, dedicated soldiers and civilians.
- A vital part of the Army.
- The Engineer team of choice, responding to our Nation's needs in peace and war.
- A values-based organization, respected, responsive, and reliable.
- To provide a ready response capability for national security and natural disasters.

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APPENDIX F

CHAIN OF COMMAND



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APPENDIX G

**U.S. Army Corps of Engineers, Seattle District
Leadership Development Program
REQUIRED READING LIST**

Title

Author (s)

BOOKS

- | | |
|---------------------------------|--------------------------------------|
| 1. Enlightened Leadership | Oakley, Ed and Doug Krug |
| 2. Now, Discover Your Strengths | Buckingham, Marcus & Clifton, Donald |

USACE Documents

- | | |
|--|----------------------------------|
| 1. Army Leadership: Be, Know, Do (FM 22-100) | U.S. Department of the Army 1999 |
| 2. USACE 2012, Aligning the U. S. Army Corps of Engineers
for Success in the 21st Century | USACE October 2003 |

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APPENDIX H

GUIDELINES FOR TEAM PROJECTS

The purpose of the team projects is to provide a meaningful training/development exercise while at the same time producing something useful. Specifically, the projects should be designed to provide:

- A group effort that fosters teamwork.
- A learning experience that results in an in-depth exposure/education to processes, procedures or issues critical to Seattle District
- Systematic experience in research/data gathering analysis/interpretation, and presentation of results.
- A product of direct and clear benefit to the District.

The subject matter can be literally anything relevant to the mission, functions, personnel, policy, or procedures of the Seattle District. Team members should not start out so well versed in the subject matter as to obviate the learning opportunity. The topic should be something LDP members are genuinely interested in pursuing.

The scope should be sized to assume thorough and complete achievement of project objectives. Don't attempt unrealistic objectives relative to time and resource constraints. Emphasis will be on implementable recommendations or usable products – not dependent on further study.

The group size should be large enough to require application of teamwork concepts, but small enough to require all team members to be involved in the full gamut of project activities. Three to four people is the recommended size.

The topic approval process is aimed at assuring the above-mentioned purposes are met and is not try to exercise censorship. The LDP members should utilize any process that they desire to arrive at grouping of people (teams) with common interest and enthusiasm in specific potential projects. Each team will:

- Identify and obtain support from a Seattle District topic advocate who would be a logical proponent of the project. Refine the project scope and outcome with the proponent.
- Make a concept presentation to the LDP Steering Committee for constructive guidance that will include:
 - Topic description
 - Reasons for choice
 - Synopsis of approach
 - Estimation of outcome/products
 - Resources required
 - Identification of topic advocate
- Make a presentation of the topic to the Commander, division and separate office chiefs for approval by the Commander.

Completion of the Leadership Development Program requires completion of the team project and will include:

- A professional written report jointly prepared by the team members. Format, style and structure are open.
- Formal group presentation to the Commander, division and separate office chiefs. The LDP members will arrange and host the presentations.
- Above requirements must be completed before the scheduled graduation date.

The LDP Steering Committee doesn't intend to constrain useful innovation and imagination. Requests to deviate from this guidance will be entertained.

Section K - Representations, Certifications and Other Statements of Offerors

CLAUSES INCORPORATED BY FULL TEXT

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(i) Those prices,

(ii) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (APR 1991)

(a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this Certification.

(b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989,--

(1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;

(2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and

(3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.

(c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

(End of provision)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

☐ TIN: _____☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other _____

(f) Common parent.

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is

owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it () is a women-owned business concern.

(End of provision)

52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals -

(A) Are () are not () presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () have not (), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are () are not () presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has () has not (), within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of

an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 611430.

(2) The small business size standard is \$6.0 mil.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) ☐ It has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) ☐ It has, ☐ has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that

- (a) ☐ it has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

52.222-38 COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS (DEC 2001)

By submission of its offer, the offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e., if it has any contract containing Federal Acquisition Regulation clause 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans), it has submitted the most recent VETS-100 Report required by that clause.

(End of provision)

252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (SEP 2004)

- (a) "Definitions."

As used in this provision --

- (a) "Government of a terrorist country" includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) "Terrorist country" means a country determined by the Secretary of State, under section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for such acts of international terrorism. As of the date of this provision, terrorist countries subject to this provision include: Cuba, Iran, Libya, North Korea, Sudan, and Syria.

(3) "Significant interest" means --

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as a director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) "Prohibition on award."

In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or a subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

(c) "Disclosure."

If the government of a terrorist country has a significant interest in the Offeror or a subsidiary of the Offeror, the Offeror shall disclose such interest in an attachment to its offer. If the Offeror is a subsidiary, it shall also disclose any significant interest the government of a terrorist country has in any firm that owns or controls the subsidiary. The disclosure shall include --

(1) Identification of each government holding a significant interest; and

(2) A description of the significant interest held by each government.

(End of provision)

Section L - Instructions, Conditions and Notices to Bidders

CLAUSES INCORPORATED BY FULL TEXT

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (OCT 2003)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and Zip Code.

(iv) Company mailing address, city, state and Zip Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(End of provision)

52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision--

“Discussions” are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

“In writing or written” means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

“Proposal modification” is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

“Proposal revision” is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

“Time”, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, or revision, of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications, or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

(1) Mark the title page with the following legend: This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:

- (i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
 - (ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.
 - (iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
 - (iv) A summary of the rationale for award.
 - (v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
 - (vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.
- (End of provision)

52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA (OCT 1997)

- (a) Exceptions from cost or pricing data. (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
 - (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
 - (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
 - (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;
 - (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
 - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Firm Fix Price contract resulting from this solicitation.

(End of clause)

52.233-2 SERVICE OF PROTEST (AUG 1996)

5. Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

Contracting Division
Seattle District
USACE
PO Box 3755
Seattle WA 98124

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

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PROPOSAL SUBMISSION AND EVALUATION

1. INTRODUCTION.

A. Invitation. Your firm is invited to submit a proposal for the project entitled "**Leadership Development Program for the Seattle District, U. S. Army Corps of Engineers**". Contractors are required to prepare and submit proposals that will be evaluated in accordance with this section of the solicitation. This solicitation is issued as a Request For Proposal (RFP). Proposals will be evaluated based upon technical merit and cost. The Government intends to procure this service requirement on a competitive basis in accordance with the provisions set forth in this RFP, and make award on initial offers, without further discussions or additional information. A Firm fixed-price contract will be awarded to the one firm submitting the proposal that: a) conforms to this request for proposals (RFP); b) is considered to offer the best value to the Government in terms of the evaluation factors, including price; and, c) is determined to be in the best interest of the Government. It is very important to read all sections of this RFP prior to assembling your proposal, in order for you to submit a successful proposal.

B. Project Description. The Seattle District Leadership Development Program is a part-time, year long, multi-faceted leadership and management development program. The program includes an analysis of one's leadership style, guided preparation of an Individual Development Plan (IDP), attendance at graduate-level classes, field visits to other Corps offices and customers, attendance at District Executive Team meetings and other forums of interest, participation on team projects, briefings by the Commander, and a mentoring relationship with a senior manager.

The Leadership Development Program was designed in direct response to the need to systematically develop the leadership and management skills of the Seattle District's current and future leaders and managers. The program is based on the premise that while some people are "born leaders", the vast majority of leaders are grown and developed. The commitment of the Commander and District executives to leadership and management development is reflected in the direct involvement of these leaders in many components of the Leadership Development Program. The transfer of the success-oriented organizational culture and interrelationships, which our current leaders have cultivated over a period of years, are facilitated through various Leadership Development Program activities.

2. SUBMITTAL REQUIREMENTS.

A. General Requirements. Proposals shall be submitted in two parts: (a) technical proposal, and (b) price proposal. Each shall be submitted in a separate envelope or package with the type of proposal (i.e., technical or price) clearly printed on the outside of the envelope or package. Proposals must set forth full, accurate, and complete information as required by this RFP. Absence of information will be deemed as if no support for that criterion was provided. Offerors submitting proposals should limit submission to data essential for evaluation of proposals so that a minimum of time and money is expended in preparing information required by the Request for Proposals (RFP). Data submitted must reflect the offeror's interpretation of criteria contained in the RFP. Proposals are to be on 8 ½ x 11-inch paper, to the maximum extent practicable, and submitted in standard letter (8½ x 11 -inch) hardback loose-leaf binders. Contents of binders shall be tabbed and labeled to afford easy identification from the proposal Table of Contents. Pages shall be numbered consecutively. No material shall be incorporated by reference or reiteration of the RFP. Any such material will not be considered for evaluation. It shall be presented in a manner, which allows it to "STAND ALONE" without need for evaluators to reference other documents. Arrangements, layout plans, and notes may all be combined together on single sheets in order to simplify presentation, so long as clarity is maintained. Unnecessarily elaborate brochures or other presentation materials beyond those sufficient to present complete and effective responses are not desired and may be construed as an indication of the proposer's lack of cost-consciousness. Elaborate artwork, expensive paper and bindings, and expensive/extensive visual and other presentation aids are neither necessary nor wanted. Offerors are encouraged to structure your proposal submission using guidelines presented in this section, paragraphs 2 (B) (3), Technical Data. However, to minimize effort expended by the Offerors, other formats will be

accepted so long as requested information is provided. Penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

B. Technical Proposal Format. Submit 5 copies, consisting of the **original and 4 copies**. As a minimum, each copy of the technical proposal should follow the general format specified below. Pages should be numbered from beginning to end, without repeating for new sections.

1. **Cover Letter:** The Technical Proposal Cover Letter, including deviations and betterments, should be the first page of your technical proposal and must show the following:

- a. Solicitation number;
- b. Name, address, telephone and facsimile numbers of the Offeror, and electronic address, if available.
- c. Names, titles, telephone and facsimile numbers, and electronic addresses, if available, of persons authorized to negotiate on the Offeror's behalf with the Government in connection with this solicitation.
- d. Names, title, and signature of the person authorized to sign the proposal.
- e. A statement that the offer has an **acceptance period of 90 calendar days** from the date the offer is submitted.
- f. Deviations from the RFP: Offerors shall specifically identify, in their cover letter in a section entitled "Deviations", all deviations from the minimum RFP requirements, and if required to submit a Final Proposal Revision, all changes made to their original proposal. All alternates shall be specifically addressed and expanded upon in the proposal or Final Proposal Revision. Deviations must not result in an Offeror's proposal that does not meet minimum RFP criteria. .
- g. Identification of Items Exceeding RFP Requirements: Offerors should specifically identify in an attachment to their cover letter a list entitled "Identification of Items Exceeding RFP Requirements" all items that exceed the minimum RFP requirements and, if required to submit a Final Proposal Revision, all changes made to their original proposal that exceed RFP minimum requirements. All of these items should be specifically addressed and expanded upon in the proposal or Final Proposal Revision.
- h. Amendments: **Acknowledge all amendments** by number and date of issue **in your cover letter**. NOTE: If discussions are held, acknowledge all amendments issued on the cover letter submitted with your revised proposals or final proposal revisions.

2. **Table of Contents:** List all sections contained in the technical proposal. A separate section shall be provided for each evaluation criterion. Any additions or revisions to the proposal shall include an updated Table of Contents for each set.

3. **Technical Data:** Consisting of outline specifications and supporting data shall be furnished as part of the formal proposal and shall meet all requirements of the RFP, technical specifications and referenced regulations. It shall be specific and complete, and demonstrate thorough understanding of the requirements. It shall include, where applicable, complete explanations of procedures and the program you propose to follow. Additionally, it shall demonstrate the merit of the technical approach offered and shall be an orderly, specific, and complete document in every detail, and should demonstrate a thorough understanding of the requirement. It should include, where applicable, diagrams, charts, and complete explanations of the schedules or procedures you propose to follow. Section 5. Technical Proposal Requirements and Evaluation Method shall address in detail requirements to be included.

C. Price Proposal Format. The contents of your price proposal should include the Pricing Schedule with prices for all line items (original).

Provide a statement of inclusive cost for the contract period (Schedule B, line item 0002(a) through 0001(0)). This cost information should be identified and separate from the technical proposal. In developing your statement of costs, give consideration to the following.

a. Time involved in developing, planning and administering all phases of the Leadership Development Program.

b. Consulting time with the Corps of Engineers LDP Steering Committee. Allow at least four hours of consulting time with the LDP Steering Committee/District Executive Team prior to the orientation session and the initial retreat. On a monthly basis, the Contract Program Administrator is expected to meet, either in person or by telephone, with the LDP Steering Committee Chairperson for at least one hour to provide a status report on LDP activities and to address concerns, resolve problems, or obtain guidance. Three times a year, the Contract Program Administrator is expected to meet with the LDP Steering Committee/District Executive Team for two hours at the Seattle District Office to discuss LDP activities and to address concerns, resolve problems, or obtain guidance from the LDP Steering Committee/District Executive Team.

c. Time involved in providing coaching, counseling and advising to LDP participants and to mentors. The Contract Program Administrator will provide a minimum of two in depth confidential counseling sessions per LDP. One of those will include the LDP's supervisor to engage and involve them in the LDP's development, including review of the Individual Development Plan prepared as part of the initial retreat (see Section C, Statement of Work, Task 4.).

d. Time involved in planning and participating in the graduation ceremony (see Section C, Statement of Work, paragraph 3.4.15).

e. Time involved in planning learning activities and traveling with the LDP participants on a field trip to, for example, Corps construction and operating project offices, Northwestern Division Headquarters in Portland, Oregon, and to other Corps and public and private sector organizations located in the Pacific Northwest. The specifics of the trip will be developed by the LDP class in coordination with the Contract Program Administrator and the LDP Steering Committee Chairperson (see Section C, Statement of Work, Task 4).

f. Travel and per diem for the Contract Program Administrator when accompanying the LDP class members on the one-week field trip at Government-allowed travel and per diem rates.

g. Time involved providing instruction as well as costs for subcontracting of instructors, lecturers, and guest speakers for the initial orientation, initial and mid-year retreat, formal classroom training, and closing retreat.

h. Catering and space facilities fees for lunch or dinner in conjunction with classroom activities, at least once a month during August to May, for the LDP class members and invited guests, for an average of 20 meals per month.

i. Catering and space facility fees for a graduation ceremony to be conducted during June, including a graduation dinner, for a maximum of 50 people. The graduation ceremony is a planning effort of the LDP class members, the Contract Program Administrator, and the LDP Steering Committee.

j. Lodging, meals and space facility fees for the LDP class members, Contract Program Administrator and instructional staff at the initial two-day/two-night retreat and the mid-year retreat (see Section C, Statement of Work, Task 4).

k. Catering and space facility fees for lunch at the one-day, year-end closeout session (see Section C, Statement of Work, Task 4).

l. All materials, books diagnostic tools and training aids. These costs should be reflected in the price of each line item in Section B.

m. Meeting space for the one-day LDP orientation / Goal Setting Session.

n. The costs of mailing, clerical, telephone, office space, facilities and any other overhead expenses associated with instruction and administration of the program.

o. Administrative Coordination Meetings. Occasionally the Contract Program Administrator will be requested to meet with the LDP Steering Committee, LDP Supervisors or District Managers, or to participate in special events and meetings which are not specified in the statement of work. Eight hours of these meetings are estimated and the contractor will be paid at the specified hourly rate, as the meetings are performed.

3. EVALUATION FACTORS – Proposals will be evaluated on the basis of two criteria: **TECHNICAL** and **PRICE**.

A. Technical Evaluation Criteria:

1. Organization Experience/Capability with Similar Programs;
2. Quality of Proposed Program;
3. Program Administrator;
4. Past Performance.

B. Price: Price will be evaluated for reasonableness, but not rated. Price will be a factor in establishing the competitive range prior to discussions and in making the final determination for award.

4. TECHNICAL MERIT RATINGS. Proposals will be evaluated using the following adjectival descriptions below. Evaluators will apply the appropriate adjective to each criterion (and sub-criterion) rated. The evaluator's narrative explanation must clearly establish that the Offeror's proposal meets the definitions established below:

A. Outstanding – Information submitted demonstrates Offeror's potential to significantly exceed performance or capability standards. The Offeror has clearly demonstrated an understanding of all aspects of the requirements to the extent that timeliness and highest quality performance is anticipated. Demonstrates exceptional strengths that will significantly benefit the Government. The Offeror's qualifications meet the fullest expectations of the Government. The Offeror has convincingly demonstrated that the RFP requirements have been analyzed, evaluated, and synthesized into approaches, plans and techniques that, when implemented, should result in outstanding, effective, efficient, and economical performance under the Contract. An assigned rating within "Outstanding" indicates that, in terms of the specific criterion (or sub-criterion), the submittal contains essentially no significant weaknesses, deficiencies or disadvantages. Very significantly exceeds most or all solicitation requirements. **Very high probability of success.**

B. Above Average – Information submitted demonstrates Offeror's potential to exceed performance or capability standards. Have one or more strengths that will benefit the Government. The areas in which the Offeror exceeds the requirements are anticipated to result in a high level of efficiency or productivity or quality. The Offeror's qualifications are adequately responsive with minor deficiencies but no major deficiencies noted. An assigned rating within "Above Average" indicates that, in terms of the specific criterion (or sub-criterion), any deficiencies noted are of a minor nature that should not seriously affect the Offeror's performance. The submittal demonstrates that the requirements of the RFP are well understood

and the approach will likely result in a high quality of performance which represents low risk to the Government. A rating within "Above Average" is used when there are no indications of exceptional features or innovations that could prove to be beneficial, or contrarily, weaknesses that could diminish the quality of the effort or increase the risks of failure. Disadvantages are minimal. The submittal contains excellent features that will likely produce results very beneficial to the Government. Fully meets all RFP requirements and significantly exceed many of the RFP requirements. Response exceeds a "Satisfactory" rating. **High probability of success.**

C. Satisfactory (Neutral) – Information submitted demonstrates Offeror's potential to meet performance or capability standards. Acceptable solution. Meets minimum standard requirements. Few or no advantages or strengths. The Offeror's qualifications contain weaknesses in several areas that are not offset by strengths in other areas. A rating of "Satisfactory" indicates that, in terms of the specific criterion (or sub-criterion), the Offeror may satisfactorily complete the proposed tasks, but there is at least a moderate risk that s/he will not be successful. Equates to Neutral. Good probability of success as there is sufficient confidence that a fully compliant level of performance will be achieved. Meets all RFP requirements. Complete and comprehensive proposal; exemplifies an understanding of the scope and depth of the task requirements and the Offeror's understanding of the Government's requirements. Response exceeds a "Marginal" rating. **No significant advantages or disadvantages.**

D. Marginal – Information submitted demonstrates the Offeror's potential to marginally meet performance or capability standards necessary for minimal but acceptable contract performance. The submittal is not adequately responsive or does not address the specific criterion (or sub-criterion). The Offeror's interpretation of the Government's requirements is so superficial, incomplete, vague, incompatible, incomprehensible, or incorrect as to be Unsatisfactory. The assignment of a rating within the bounds of "Marginal" indicates that the evaluator feels that mandatory corrective action would be required to prevent significant deficiencies from affecting the overall project. The Offeror's qualifications demonstrate an acceptable understanding of the requirements of the RFP and the approach will likely result in an adequate quality of performance, which represents a moderate level of risk to the Government. Low probability of success, although the submittal has a reasonable chance of becoming at least acceptable. Response exceeds an "Unsatisfactory" rating. **Significant disadvantages.**

E. Unsatisfactory – Fails to meet performance or capability standards. Unacceptable. Requirements can only be met with major changes to the submittal. The submittal does not meet the minimum requirements of the RFP. There is no reasonable expectation that acceptable performance would be achieved. Offeror's qualifications have many deficiencies and/or gross omissions; failure to provide a reasonable, logical approach to fulfilling much of the Government's requirements; failure to meet many of the minimum requirements. The Offeror's qualifications submittals are so unacceptable that they would have to be completely revised in order to attempt to make it other than unacceptable. **Very significant disadvantages.**

5. TECHNICAL PROPOSAL MINIMUM REQUIREMENTS AND EVALUATION METHOD:

A. PROPOSERS EXPERIENCE/CAPABILITY WITH SIMILAR PROGRAMS: *(Criterion A is Equally Important as criterion B, Quality of Proposed Program, and both Criterion A and B are Significantly More Important than Criterion C, Program Administrator Experience. All Sub-criteria are Equally Important under this Criterion.)*

Submittals:

a. Describe your organization's experience/capability in managing similar programs.

1) Provide examples of program administration of long-term graduate-level training for working adults.

Evaluation Criteria

1. **ADMINISTRATION OF LONG-TERM GRADUATE LEVEL TRAINING.** The Proposer has, at minimum, five (5) years of experience in administering long-term graduate level training as a core business line.
2. **INVOLVEMENT/DEVELOPMENT OF LEADERSHIP/MANAGEMENT TRAINING:** The Proposer has, at minimum, five (5) years of experience with leadership/management training and has accessibility/affiliation to an accredited university-level educational institution for potential speakers. Proposer has at least 5 years in developing programs similar to the leadership program identified in Section C.

Evaluation Method

3. **EVALUATION METHOD:** This criterion will be evaluated for the quantity and quality of experience demonstrated. The greater the relevance and the more recent the prior project experience, the higher the rating assigned during evaluations. Demonstration of experience in completing projects that had the unique characteristics of the proposed project will be evaluated favorably. Projects involving reasonable and realistic Leadership/Management Plan similar to the one specified in Section C of the solicitation may be given more consideration.

B. QUALITY OF PROPOSED PROGRAM: *(Criterion B is Equally Important as Criterion A, Organization Experience/Capability With Similar Programs; and both Criterion A and B are Significantly More Important than Criterion C, Program Administrator Experience. All Sub-criteria are Equally Important under this Criterion.)*

Submittals

Proposed Program – State specific merits and potential of the proposed program to meet Seattle District Corps of Engineers objectives as detailed in our Vision Statement.

1) Provide curriculum outline for 80 hours (no more than eight hours, normally, to be conducted during any single month) of formal graduate-level leadership and management classroom training. Classes have traditionally been scheduled as follows, though contractors may propose other schedules:

7:30 AM – 11:30 AM	Instruction
11:30 AM – 1:00 PM	Working Lunch
1:00 PM – 5:00 PM	Instruction

Specify progressive goals and objectives, and target dates. Actual topics will be based on the needs of the LDP class members and dates will be negotiated upon final acceptance of a program proposal. LDP class members shall not be scheduled into regularly scheduled university classes. Length of formal classroom modules will vary depending on subject coverage, time required for mastery, beneficial mix of developmental methodologies, and scheduling preferences of the LDP class members and Contract Program Administrator. Discuss the balance between lecturers and group discussions that you propose.

2) Submit a calendar of major Leadership Development Program activities using projected dates (see Section J, for example). Demonstrate how the proposer plans to incorporate all task identified in Section 4 of the Statement of Work into the planned activities.

3) Give an indication of the types (or specific names) of speakers that will be utilized for the classroom sessions (i.e., which speakers will be associated with which sessions). We are

particularly interested in the mix of representatives from business, government, industry, universities, as well as the specific backgrounds of the selected individuals.

Provide summary biographies of proposed speakers/lecturers. In addition, provide a summary paragraph that explains what this individual brings to the specific topic at issue.

4) Other training (readings, tests, software, trips, etc.). Provide a listing of readings and books on leadership and management (see Section J, Appendix E, for a list of required readings). The Contracting Officer approves final list of readings. Discuss where and how these would be inserted into the program and what sort of group discussions would accompany such readings, etc.

5) Provide a brief description (one to two pages is adequate) of the methods you would use to assess the leadership and management development training needs of the LDP class members and to structure and administer learning activities. Identify the diagnostic tools to be used. Tools which have traditionally been used in the Leadership Development Program include:

- a) Myers-Briggs Type Indicator (MBTI)
- b) Learning Styles Inventory (LSI)
- c) FIRO-B
- d) Social Styles Preference
- e) Thomas-Kilman Conflict Mode Instrument

Contractors are encouraged to propose the use of other effective diagnostic tools.

6) Describe the coaching, counseling, and advising techniques to be used.

7) Describe the approach to be used for developing Individual Development Plans for each LDP class member.

8) Provide a description of your proposal to help facilitate an effective mentoring program for the LDP class members with volunteer mentors from the leadership of the Seattle District.

9) Provide a description of the facilities to be used for meetings and meals. Address the quality of the meals you are planning to provide for each type of dining situation (i.e., retreat, lunches, dinners, graduation, etc.). Classes will be conducted at a site other than Federal Center South, Seattle, Washington.

10) Describe methods you will use to evaluate the effectiveness of Leadership Development Program activities (see paragraphs 3.4.14 and 5.3 of the Statement of Work in Section C).

Evaluation Criteria

1. **EFFECTIVENESS OF DESIGN:** At minimum, design employs a diversity of individual and group learning experiences in an integrated program of leadership development.
2. **INNOVATION:** At minimum, design demonstrates a customized approach to meeting the stated objectives, and is not an “off the shelf” application.
3. **PROPOSED LECTURES:** At minimum, design includes a mix of Government, Business, Industry and Academic representation for speakers and lecturers. Indications of potential speakers per session and speaker biographies are provided.

4. **OTHER TRAINING:** A diversity of other learning methods are included and demonstrate an integrated program (i.e., readings connect with and support trip agendas, projects, etc.). A reading list is provided with some indication of use of the readings in the program (see Appendix E – Readings of the RFP).
5. **FACILITIES:** Facilities provide a comfortable classroom environment; are wheel chair accessible; conveniently located in the Seattle area, and provide restrooms. Meals to be provided are nutritious and there is capability for meeting special dietary needs.
6. **RESPONSIVENESS TO NWS OUTCOMES :** At minimum, each outcome listed in the SOW at C.3.2. is addressed.

Evaluation Method

7. **EVALUATION METHOD:** This criterion will be evaluated by the quality of each sub-criterion proposed in meeting the Corps key factors of the leadership development program described in para. 3.0 and 4.0 of Section C. The greater the innovations and strengths of the proposed program design, the higher the rating.

C. PROGRAM ADMINISTRATOR/ PROVISION OF BACK-UP PERSON: *(Criterion C is Significantly More Important than Criterion D. All Sub-criteria are Equally Important under this Criterion.)* **Note: For this requirement the Offeror is required to provide two identical sets of information, one for Program Administrator and a second identical set Provisional Back-up Person.**

Submittals

Contract Program Administrator/Back-up Person:

1. We believe that the Contract Program Administrator/Provisional Back-up Person is of paramount importance to the success of the program. Provide experience and credentials of the individual identified as the lead for program implementation.
2. Describe why your Contract Program Administrator/Provisional Back-up Person would be particularly sensitive to and effective in defining and resolving the needs and deficiencies of individual LDP class members. Going beyond the basics of management and leadership, explain how the Contract Program Administrator is equipped to address issues of human resource sensitivities and dynamics, coaching/counseling LDP class members in their IDP development and achievement, dispute resolution and group interaction. Finally, describe the qualifications and experience of the contract Program Administrator in helping the LDP class members reflect and learn from their own experiences and apply management theory to their work at the Corps of Engineers.
3. State specific experience and credentials for managing long term graduate-level training programs for working adults.
4. State specific experience and credentials for understanding and addressing leadership and management issues facing governmental organizations, like the Corps of Engineers, today.

Evaluation Criteria

1. **EDUCATION:** The proposed Program Administrator/Provisional Back-up Person must have a Masters-level degree in organizational development, organizational effectiveness, organization management, human behavior, counseling or related field.

2. **EXPERIENCE:**

a. At least five (5) years experience in applying management and leadership theory to facilitate leadership development in an organization(s), demonstrating ability to customize programs to fit the particular needs of the organization.

b. At least five (5) years experience working with teams, demonstrating the ability to apply knowledge of team dynamics, including conflict resolution, to real organizational situations.

c. At least two (2) years experience in leadership development for Government agencies or similar programs for private sector. Description should demonstrate an understanding of the unique public service, "not for profit" and public responsibility focus that permeates leadership in the public sector and forms the foundation of Government ethics.

d. At least three (3) years experience in counseling and coaching people in both their individual and career growth, including the application of leadership theory to their own experiences and work.

e. At least three (3) years experience in counseling and coaching people in both their individual and career growth, including the application of leadership theory to their own experiences and work.

3. **RECOGNITION:** Evidence of recognition for achievement in the field of organizational effectiveness or related field.

Evaluation Method

4. **EVALUATION METHOD:** The more recent, and the greater the extent and relevance, of the Program Administrator/Provisional Back-up Person qualifications, prior project experience, and recognitions, the higher the rating assigned for this criterion during evaluations.

D. **PAST PERFORMANCE:** *(Criteria A, B, and C are significantly more important than Criterion D.)*

1. **REFERENCES:** At a minimum, a list of references (minimum of five) shall be provided that will reflect the competency of the training program and effectiveness of the program administrator and the organization that was provided to those referenced. The Offeror must complete the "Offeror's Submission of Recent/Relevant Past Performance Information" for each reference submitted.

2. **EVALUATION METHOD:** The Government will evaluate the relative merits of each offeror's past performance. The Government reserves the right to consider all aspects of an offeror's performance history but will first evaluate the performance of those projects listed in this section of the solicitation. Projects involving the requirements of this RFP, which includes a Leadership/Management plan, working with the Government or with a Private Sector similar to those specified in the requirements of this section of the solicitation will be assigned a higher rating. The Government reserves the right to contact three out of five evaluators on previous Government or Private Sector work to evaluate the offeror's leadership training experience and demonstration of performance based on recent, relevant contracts. In the case of an

offeror without a record of past performance or for whom information on past performance is not available, the offeror **may not be evaluated as favorable or unfavorable** on past performance (See FAR 15.305(a)(2)(iv)).

6. EVALUATION AND AWARD PROCEDURES

A. RELATIVE IMPORTANCE DEFINITIONS: For the purpose of this evaluation, the following terms will be used to establish the relative importance of the criteria:

- **Significantly More Important:** The criterion is at least three (3) times greater in value than another criterion.
- **More Important:** The criterion is at least two (2) times greater in value than another criterion.
- **Comparatively Equal:** The criterion is at least one and one-half (1.5) times greater in value than another criterion.
- **Equal:** The criterion is of the same value as another criterion.

B. EVALUATION.

1) Technical proposals will be evaluated for conformance with the minimum RFP criteria, and for the extent to which they exceed those criteria. While the intent is to keep the offeror's pre-award proposal effort to a minimum, proposals must provide adequate detail for evaluators to determine how the offeror's proposal meets or exceeds the RFP criteria. It must also form sufficient basis for developing a fair and reasonable price proposal.

2) All technical proposals will be evaluated by a Technical Evaluation Team (TET). Pricing data will not be considered during this evaluation. Criteria for the technical evaluation are set forth elsewhere in the solicitation and will be the sole basis for determining the technical merit of proposals. Culmination of the technical evaluation will be assignment of a technical rating for each offer.

3) The TET will utilize the relative importance definitions and technical merit ratings described earlier in this section of the solicitation to perform their technical evaluation.

4) To be considered for award, proposals shall conform to the terms and conditions contained in the RFP. No proposal shall be accepted that does not address all criteria requested in this section of the solicitation or which includes stipulations or qualifying conditions unacceptable to the Government.

5) Price is of secondary importance and will be considered of lower importance than technical factors. Pricing will be independently evaluated to determine reasonableness and to aid in determination of the Offeror's understanding of the work and ability to perform the contract.

C. BEST VALUE ANALYSIS. The Government is more concerned with obtaining superior technical features than with making award at the lowest overall cost to the Government. In determining the best value to the Government, the tradeoff process of evaluation will be utilized. The tradeoff process permits tradeoffs among price and non-price factors, and allows the Government to consider award to other than the lowest priced offeror or other than the highest technically rated offeror. You are advised that greater consideration will be given to the evaluation of technical proposals rather than price. It is pointed out, however, that should technical competence between offerors be considered approximately the same, the cost or price could become more important in determining award.

7. SELECTION AND AWARD WITHOUT DISCUSSIONS

A. It is the intent of the Government to make award based upon initial offers, without further discussions or additional information. Therefore, proposals should be submitted initially on the most favorable terms from a price and technical standpoint. Do not assume you will be afforded the opportunity to clarify, discuss, or revise your proposal. If award is not made on initial offers, discussions will be conducted as described below.

B. **Competitive Range.** After initial evaluation of proposals, if the Contracting Officer determines that discussions are to be conducted, the Contracting Officer will establish a competitive range comprised of all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency (i.e., the Contracting Officer may determine that the number of most highly rated proposals that might otherwise be included in the competitive range exceeds the number at which an efficient competition can be conducted). Discussions may be held with firms in the competitive range.

C. **During Discussions.** Written or oral (i.e., telephonic) discussions may be conducted by the Government and all offerors in the competitive range. As a result of discussions, offerors may make revisions to their initial offers. If an offeror's proposal is eliminated or otherwise removed from the competitive range during discussions, no further revisions to that offeror's proposal will be accepted or considered. Discussions will culminate in a request for Final Proposal Revisions, the date and time of which will be common to all offerors.

D. **After Discussions.** If discussions are conducted, then after receipt of final proposal revisions, the TET will evaluate supplemental information provided by offers, adjust technical scores previously assigned, and provide a recommendation to the Contracting Officer. Subsequently, and after evaluation of any changed to proposed prices, the Contracting Officer will perform a best-value analysis. Selection will be made on the basis of the responsible offer, which conforms to the RFP and represents the most advantageous offer to the Government.

E. **Selection and Award.** The Government intends to make award based on initial offers. Award of a firm fixed-price contract will be based upon a tradeoff analysis among technical and other pertinent factors (i.e., past performance) and price to determine the best value to the Government in terms of technical factors and price, and the best balance between technical factors and price.

8. DEBRIEFINGS.

A. Offerors excluded from the competition before award will receive a notice and may request a debriefing before award by submitting a written request for a debriefing to the Contracting Officer within three (3) days after receipt of the notice of exclusion from the competition.

B. Unsuccessful Offerors shall request post-award debriefing within three (3) days after the date on which the offeror received notification of task order award. Point-by-point comparisons with other offerors' proposals will not be made, and debriefings will not reveal any information that is not releasable under the Freedom of Information Act.

END OF SECTION

Offeror's Submission of Recent/Relevant Past Performance Information
(To be completed by the Offeror for Each Reference)

1. Contract Number: _____
2. Contractor (Name, Address and Zip code):
3. Type of Contract: Negotiated _____ Sealed Bid _____ Fixed Price _____ Cost Reimbursement _____ Hybrid (explain) _____
4. Complexity of Work: Difficult _____ Routine _____
5. Description, location, and relevancy of work:
6. Contract Dollar Value: \$ _____ Status: Active _____ Complete _____
7. Date of Award: _____ Contract Completion Date (including extensions): _____
8. Name, Address, Telephone Number & Email of the Procuring Contracting Officer and/or the contracting Officer's Representative (COR), and other references, e.g., Administrative Contracting Officer, if applicable):